

Request for Judicial Notice

Exhibit B

September 30, 2010 Judgment, Tokyo
District Court, Case No. 6194 (wa) 2009

(Certified English Translation)



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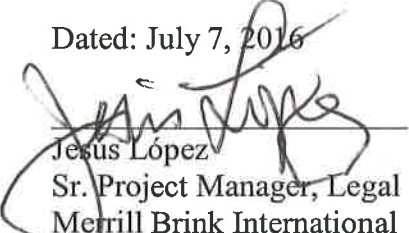
Certificate of Accuracy

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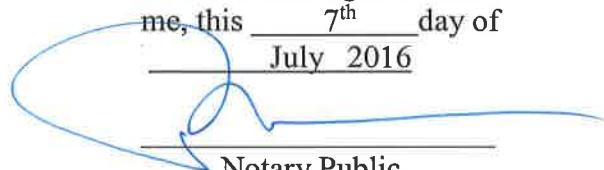
**Tokyo District Court
September 30, 2010 Declaration of Judgment**

originally written in the Japanese language is, to the best of our knowledge and belief, a true, accurate and complete translation into the English language.

Dated: July 7, 2016


Jesus López
Sr. Project Manager, Legal Translations
Merrill Brink International

Sworn to and signed before
me, this 7th day of
July 2016



Notary Public

ROBERT J. MAZZA
Notary Public, State of New York
No. 01MA5057911
Qualified in Kings County
Commission Expires April 1, 2018

September 30, 2010 Declaration of judgment Original copy received on the same date by the clerk of the court.

No. 6194 (wa) 2009 Claim right transfer and intervention by succession case
(Subjected participation case No. 10273 (wa) 2006 Compensation for damages case)

Conclusion date of oral argument June 24, 2010

Judgment of the court

Withdrawal plaintiff succeeding the intervener (hereinafter referred to as the “intervener”)

UM Corporation

2-11-17 Shibakoen, Minato-ku, Tokyo

Representative/managing director	Moriaki Uematsu
Counsel lawyer	Jun’ichi Yamazaki
Same	Ken Imamura
Same	Yoko Kobayashi
Same	Akihiro Sakou
Defendant	Tsuburaya Productions, Inc.

1-10-1 Hatayama, Setagaya-ku, Tokyo

Corporate Representative/ Managing Director	Shin’ichi Ooka
Counsel lawyer	Tomohiro Tohyama
Same	Shigeyuki Mito
Same	Naomichi Chiba
Same	Tomoo Shibano
Same	Masaru Suzuki
Same	Haruka Sakai

Withdrawal plaintiff: Sompote Saengduenchai

99/9 Moo 8, Chiangknoi Bangpa-In, Ayudhya Kingdom of Thailand

Main sentence

1 The defendant shall pay 16,363,636 yen plus accumulated interest of 5% per year for

- the period between May 26, 2006 and current date to the intervener
- 2 All the other claims by the intervener shall be dismissed
 - 3 The court expense will be divided by 6 and the defendant shall pay 1/6 of the total expense and the intervener shall pay the rest
 - 4 Section 1 of this sentence may be provisionally executed

Facts and Reasoning

No. 1 The claim

The withdrawal plaintiff demands a payment of 100,000,000 yen plus accumulated interest of 6% per year for the period between May 26, 2006 and current date to the defendant

No. 2 Outline of the case

The defendant is an owner of the copyrighted materials listed in the supplemental document No. 2 (hereinafter referred to as the copyrighted works). The intervener claims that (1) The withdrawal plaintiff has received a grant from the defendant to exploit the copyrighted works exclusively in countries other than Japan based on the contract described below (hereinafter referred to as the “exclusive exploitation”). (2) The defendant has given permission to third parties in countries other than Japan to exploit the copyrighted works and other derivative works created later known as Ultraman movies and character merchandises based on these film works. (3) The conduct of the defendant (2) was a breach of contract which was described in (1), and therefore the defendant is liable for a compensation of damages and restitution of unjust enrichment on the revenues gained from licensing fees to the third parties based on the non-fulfillment of financial obligations of the above contract. (4) The intervener has inherited claim rights for compensation of damages and restitution of unjust enrichment from the withdrawal plaintiff.

This court case concerns the intervener’s claim for payment of 100,000,000 yen plus accumulated interest of 6% per year, which is the statutory rate of interest for commercial matters, for the period between May 26, 2006 (the day after the complaint was served for participation in the suit) and the date payment is concluded as a part of the demand for payment for compensation of damages or restitution of unjust enrichment (interest of 5% per year, which is the statutory interest rate before Article 704 of the civil law was established, in the case of a monetary claim requesting restitution of unjust enrichment). Additionally, this is a case that the intervener has

succeeded from the withdrawal plaintiff wherein the withdrawal plaintiff filed against the defendant regarding claim for compensation of damages No. 10273 2006 and the withdrawal plaintiff withdrew from this case earlier.

1. Facts about actual confrontation (the fact that no evidence was provided is a recognized fact through all points in the debate in the fact that there were no disputes between the parties).

- (1) Involved parties

The intervenor is a registered Japanese corporation specializing in producing stage shows and visual arts and character designs. The defendant is a Japanese corporation specializing in production and distribution of theater motion pictures and TV movies. The defendant owns the rights on the copyrighted materials. The withdrawal plaintiff is a Thai national. The withdrawal plaintiff claims that he has been granted the permission to exploit the copyrighted materials. Perasit Saengduenchai (hereinafter referred to as “Perasit”), who is not a subject of dispute, is a Thai national and son of the withdrawal plaintiff.

- (2) The dispute between the withdrawal plaintiff and the defendant concerning the validity of the exclusive exploitation rights

The withdrawal plaintiff has the written contract, supplemental document No. 1 (hereinafter referred to as the “contract of the present case”; the contract of the details denoted in same contract is referred to as the “present case contract”), in his possession.

The present contract states that the company “Tsuburaya prod. and Enterprise Co., Ltd.” has given the below-stated rights to the withdrawal plaintiff who is the president of “Chaiyo Film Co., Ltd.” dated March 4 1976 for exclusive exploitation of the copyrighted materials in the world except Japan for unspecified time period.

- a. Distribution right (Article 3-3.1)
 - b. Production right (Article 3-3.2)
 - c. Reproduction right (Article 3-3.3)
 - d. Copyright (Article 3-3.4)

- e. Trademark (Article 3-3.5)
- f. Broadcasting through any mass media such as Radio, Television, etc. and the right to advertise in any newspaper (Article 3-3.6)
- g. Reproduction of all models and characters used in the production of the films mentioned in article 1 under the original character by any material and in any form for commercial purposes (Article 3-3.7)
- h. Transfer of the rights mentioned above to the third person (Article 3-3.8)

Additionally, the contract shows a signature “Noboru Tsuburaya” at the bottom of the document (hereinafter referred to as the “signature”) and to the right of the signature is, the company name “Tsuburaya Enterprise, Ltd.” (hereinafter referred to as Tsuburaya Enterprise”), the hand written name “Noboru Tsuburaya” as a representative director, and the company seal (The seal by the representative director indicated above is hereinafter referred to as the “seal”). (A2)

The withdrawal plaintiff claims that the contract was signed under the withdrawal plaintiff’s observation at Tokyo by Noboru Tsuburaya (NOBORU TSUBURAYA, hereinafter referred to as “Noboru”) assuming the president position of Tsuburaya Enterprise at that time on the date of March 4, 1976. The seal of the representative director was commonly used by the company Tsuburaya Enterprise at that time and the withdrawal plaintiff claims that the written contract was created with authenticity.

Contrary to this claim, the defendant claims that there was no fact of signing the contract between the withdrawal plaintiff and the defendant and the autograph was forged by the withdrawal plaintiff.

- (3) The conclusion made by the Japanese court regarding the validity of the exclusive exploitation right
 - A. The defendant filed a lawsuit against the withdrawal plaintiff in the Tokyo District Court in July 1997, asking the court to deliver a ruling to invalidate the

withdrawal plaintiff's rights to the copyrighted materials and authenticity of the exclusive exploitation rights in countries outside Japan (hereinafter referred to as the "Tokyo litigation").

At the court in Tokyo, an authenticity of the contract (whether the contract of the present case was authentic) and the content of the contract have become the point of argument and the withdrawal plaintiff and the defendant submitted their claims as described in section (2).

On February 28, 2003, the Tokyo District Court delivered a ruling that the contract was genuine, however the content of the contract was interpreted as that it gave license to exclusively exploit the copyrighted materials and it was not a transfer of the copyright itself. As a consequence, the court has acknowledged the defendant's claim that the withdrawal plaintiff was not the owner of the copyrighted materials, however the court has denied the other claim that the withdrawal plaintiff did not receive the grant the rights to exploit the materials (hereinafter referred to as the "decision of Tokyo Courts") (A4).

Moreover, the withdrawal plaintiff made a claim that he was not only given the copyrights for the materials but also copyrights for the future film works of the Ultraman series and exploitation rights thereof; however the court's conclusion was that the clause 1 of the contract has clearly specified which characters were the subjects of this agreement and therefore denied the withdrawal plaintiff's claim described earlier.

- B. Against the judgment of the Tokyo District Court, the defendant and the withdrawal plaintiff opted to file an appeal to the Tokyo High Court. During the examination of the appeal to the High Court, the withdrawal plaintiff submitted a petition to the court to verify his ownership of the copyrights in countries outside Japan as the primary claim and to verify possession of exclusive rights to exploit the copyrighted materials in overseas as the secondary claim.
- C. On December 10, 2003, the Tokyo High Court made the decision to

dismiss the appeal and denied the withdrawal plaintiff's primary claim based on the same conclusion to the district court, however it acknowledged the withdrawal plaintiff's secondary claim and announced the judgment (hereinafter referred to as "the decision of Tokyo High Courts"). (A5)

- D. The defendant filed an appeal against the judgment from the Tokyo High Court. On April 27, 2004, the Supreme Court dismissed the appeal and announced its decision to reject the application for appeal. Therefore, the judgment has become final.
- (4) The decision made by the court in Thailand regarding the validity of the exclusive exploitation right
 - A. In December of 1997, the defendant filed a lawsuit requesting an injunction for infringement of copyright conducted by three individuals including the withdrawal plaintiff in Thailand regarding the copyrighted materials, and a compensation for damages in the Intellectual Property and International Trade Court against the withdrawal plaintiff and Perasit and two other individuals claiming that the withdrawal plaintiff did not own the copyrights in Thailand nor has received any consent from the defendant and also that the contract was a forged document created by the withdrawal plaintiff (hereinafter referred to as "litigation in Thailand"). On April 4, 2000, the Intellectual Property and International Trade Court made a decision to dismiss both the criminal prosecution and the civil claim.
 - B. The defendant proceeded to file an appeal to the supreme court of Thailand in protest of the court's decision. On February 5, 2008, the Intellectual Property and International Trade Section of the Supreme Court of the Kingdom of Thailand made a conclusion that the contract was a falsification and ordered the withdrawal plaintiff to cease claiming rights based on this contract and to cease exploiting the contract, and also ordered [the withdrawal plaintiff] to pay the compensation for damages resulting from the infringement of the copyrights, and then announced the court's decision to dismiss the withdrawal plaintiff's petition (seeking confirmation, etc. for the withdrawal plaintiff holding the copyrights for the copyright works outside of Japan) (hereinafter referred to as "the decision by the Thailand High Courts").
- (5) The decision made by the court in the People's Republic of China (hereinafter referred to as "China") regarding the validity of the exclusive exploitation right

On September 30, 2005, the company Chaiyo Productions, Ltd. (hereinafter referred to as “Chaiyo”) owned by the withdrawal plaintiff and the Chinese company Guangzhou Ruishi Culture Developing Co., Ltd. (hereinafter referred to as “Guangzhou Ruishi”) have filed a lawsuit against the defendant, Shanghai Tsuburaya Planning Corporation (hereinafter referred to as “Shanghai Tsuburaya”), Shanghai Audio Visual Publishing, Ltd. (hereinafter referred to as “Shanghai Audio Visual”) and Guangzhou Book Shop Center, Ltd. (hereinafter referred to as “Guangzhou Book Shop”) in the Guangzhou Intermediate People’s Court in China (hereinafter referred to as the “litigation in China”). In the Chinese lawsuit, the withdrawal plaintiff and the involved parties made a claim that, based on the present case contract, the withdrawal plaintiff possessed copyrights for the copyrighted materials in countries outside of Japan, Chaiyo Productions obtained consent from the withdrawal plaintiff to exploit the copyrighted materials, and also Guangzhou Ruishi received permission to exploit the copyrighted materials from Chaiyo Productions. Furthermore, the withdrawal plaintiff claimed that the defendant and Shanghai Tsuburaya gave permission to Shanghai Audio Visual Publishing and Guangzhou Book Shop Center to exploit the Ultraman works contrary to the lack of authority to do so, and that Shanghai Audio Visual Publishing and Guangzhou Book Shop Center manufactured and sold Ultraman goods knowing that permission was given without such authority and that their conducts infringed the withdrawal plaintiff’s rights; and then petition the court to order an injunction to cease the production and sale of Ultraman video disks and demanded payment of 1,000,000 renminbi as a compensation for damages as well as the announcement of a public apology.

On September 16, 2009, the Guangzhou Intermediate People’s Court reached a judgment to dismiss the claims made by the withdrawal plaintiff and Chaiyo Productions citing that the contract was invalid and that the withdrawal plaintiff did not possess the rights for the copyrighted materials. (B30)

The withdrawal plaintiff and Chaiyo productions opted to file an appeal to Guangzhou High Court stating the judgment was unacceptable.

(6) Founding of a business enterprise by the intervener

The intervener is a corporation founded and registered on November 18, 2008. The members of the board of directors are the withdrawal plaintiff’s acquaintance Moriaki Uematsu and Perasit Saengduenchai. Moriaki Uematsu is the representative director and company president.

2. Points of dispute

- (1) International jurisdiction of the litigation (Argument 1)
- (2) The applicable law (Argument 2)
- (3) The validity of the contract and its content (Argument 3)
 - a. Legitimacy of the contract and its binding power (Argument 3-1)
 - b. The defendant's obligation under the contract (Argument 3-1)
- (4) The occurrence of the defendant's default in his obligations and unjust enrichment (Argument 4)
- (5) The validity of the transfer of the damage claim right and restitution of unjust enrichment claim right from the withdrawal plaintiff to the intervener (Argument 5)
- (6) Applicability of the commercial extinctive prescription (Argument 6)

3. The claims against the points of dispute

- (1) Regarding the argument 1 (adjudicative jurisdiction of this litigation)
(The defendant's claim)

A. It is unreasonable for Japan to have jurisdiction over this case

On deciding whether or not Japan has jurisdiction over this case, fairness to the involved parties and fundamental principle of practicality and reasonability should be considered. Although the defendant resides in Japan, when a unique situation exists where having this litigation in Japan confronts with the principles described above, we should deny the Japanese jurisdiction over this case.

This court case clearly represents one of the unique situations described; therefore we should deny the Japanese jurisdiction.

(a) International litigations and conflict of laws

As described in section 1 (5), the withdrawal plaintiff has filed lawsuit against four parties including the defendant to demand compensation of damages in China prior to the joining of the intervener claiming that the defendant's conduct of granting permission to Shanghai Audio Visual Publishing and Guangzhou Book Shop Center for duplication and marketing of the copyrighted materials constitutes breach of contract.

Furthermore, the withdrawal plaintiff and the intervener have jointly filed lawsuit against the defendant demanding compensation of damages based on the defendant's defaulting of obligation citing his conduct of granting permission to Shanghai Audio Visual Publishing and Guangzhou Book Shop Center for duplication and marketing of the copyrighted materials.

Therefore, the condition exists where international litigations would create a conflict of laws between nations. The Chinese litigation was filed prior to the Japanese litigation and their adjudication process has progressed almost to a conclusion. To continue adjudication in the court of law in Japan against the defendant means to force the defendant into responding to repeated unnecessary litigation and it is definitely not fair to the defendant.

- (b) The evidence related to this court case exists only in countries outside Japan

The defendant's conducts of defaulting on his obligations, assumed by the intervener, have occurred in the region of Asia such as Thailand and China and the evidence related to the defendant's conduct exist only in foreign countries. Assuming that Japan has international jurisdiction over this court case, then the defendant would be required to obtain evidence from foreign countries and summon witnesses from foreign countries and this situation would demand the defendant to employ an agent overseas in order to gather evidences efficiently, or at least the situation requires to employ language translators and interpreters for communications. These demands would require enormous efforts, expenses and time.

- (c) The applicable law should not be the Japanese law

When the conduct of the defendant that occurred overseas is the focus point of the argument in this court case, under normal circumstances, the Japanese copyright law would not be applicable to the case; therefore, an interpretation and application of substantive law becomes necessary according to the laws of the countries where the conduct has taken place. Also, when both parties try to claim and prove how the local law should be interpreted in this court case, it would certainly create additional time, costs and labor in this case.

- B. Dismissal of this court case based on applicability or interpretation of article 142 of the Civil Procedure Law (hereinafter referred to as the Civil Procedure Law")

As described in section A (a), this court case partially overlaps with the litigation between the same parties with the same claims which was instituted before this litigation (litigation in China).

Therefore, by interpreting article 142 of the Civil Procedure Law, this court case should be dismissed. Even though, dismissing the entire case would not be reasonable, at least, article 142 of the civil court should be applicable to the claims which were made both in the Chinese court and the Japanese court, and then this court case should be dismissed.

(The intervener's claim)

A. Japan has the international jurisdiction over this court case

The defendant is a Japanese business enterprise and its main office is located in Japan; therefore, it is clear that the international jurisdiction over this court case will be granted to Japan. The defendant's claim on this regard is unsubstantiated.

(a) International litigations and conflict of laws

Although the lawsuit filed in this country shares overlapping aspects regarding claims and its causes with already existing lawsuits in foreign countries, it is not uniformly prohibited to file such lawsuit in this country. In the case of a civil lawsuit within the country, the overlapping aspect is limited to becoming one of the consideration factors in deciding on whether or not Japan has the international jurisdiction over the court case.

Furthermore, for the defendant to be able to effectively claim the redundancy aspect of the litigations as one of the evaluation criteria, the efficacy of the final judgement reached by the foreign court must be acknowledged by Article 118 of the Civil Procedure Law and it becomes enforceable within Japan through Article 24 of Civil Execution Act. According to Japanese judicial precedent from the Chinese Supreme Court of 1994 (A22), it is clear that the decisions made by Chinese courts do not satisfy the requirements of Article 118-4 of the civil procedure for mutual guarantee of enforcement.

Also, the defendant filed five suits consecutively against the withdrawal plaintiff's clients who have been granted permission based on the exclusive

exploitation rights from the withdrawal plaintiff in China well after the announcement of the final judgment, in spite of the fact that the Tokyo supreme court affirmed the withdrawal plaintiff's possession of such rights. Because of this, by the actions from one of the major exploitation rights recipients, Guangzhou Ruishi, the Chinese litigation has started. The main purpose of the Chinese litigation was to obtain an injunction against the defendant and order them to make a public apology. The claimed amount for compensation of damages in the Chinese litigation is 1,000,000 renminbi (approximately 15 million yen), which is a lot less than the amount claimed in this court case. The regional scope under argument in the Chinese litigation for the defendant's conduct of obligation default is also smaller compared to this court case. Considering the circumstance above, the Chinese litigation having the claim for compensation of damages should not become the cause for not allowing the withdrawal plaintiff to claim for the damages in this court case and it is unfair.

- (b) The defendant already has all the evidence related to this case in his possession

Evidential materials such as business contracts and reports of fees to prove the defaulting of obligations under the contract by the defendant and facts to be examined for estimation of the intervener's damage claim amount already exist in the defendant's hands. Having the litigation in this country does not cause an unnecessary burden of gathering evidences from overseas.

- (c) The applicable law in this court case should be the Japanese law

As explained in section (2) below, the applicable law for the claim for damages based on default of obligations and the claim for restitution of unjust enrichment is the Japanese law. Also, the selection of the applicable law should not have any influence on the argument of this country's jurisdiction on this court case.

- B. Application of Article 142 of the Civil Procedure Law or making assumption of it should not be allowed

Litigations in foreign countries are out of this country's jurisdiction. Therefore, Article 142 of the Civil Procedure Law is not applicable to litigation in this country even when there are overlapping claims made between the litigation in foreign country and the litigation started later in this country.

(2) Regarding Argument 2 (applicable law of this case)

(The intervener's claim)

A. Regarding the claim for damages based on the default of obligations

This contract was signed before the Act on General Rules for Application of Laws (hereinafter referred to as Act on General Rules) became effective on January 1, 2007. Therefore, the applicable law for this damage claim based on the default of this contract was already specified by the supplemental Article 3-3 of the General Rules.

The contract did not have an entry for specifying the applicable law among its provisions, and the target region of this contract was the entire world except Japan, where the exclusive exploitation right of the copyrighted material was permitted; therefore the involved party's intent regarding the applicable law could not be easily understood. Also, there was no verified fact of agreement made between the withdrawal plaintiff and the defendant in the Chinese litigation that it was Chinese law.

Therefore, the applicable law for establishment and its effect of the contract should be the local law where the action took place in accordance with Ordinance Article 7-2. The contract was created and signed in Japan under observation of Noboru Tsuburaya who was the representative director of the defendant at the time, hence the place of action was in Japan and the applicable law should be the Japanese law.

B. Regarding the claim for restitution of unjust enrichment

As described in Section (5) below, the claim for restitution of unjust enrichment in this case regards the defendant's unjustly gained profit and the withdrawal plaintiff's loss suffered before January 1, 2007. For this reason, the applicable law for the claim for restitution of unjust enrichment would be defined by Supplemental Article 3-4 of the General Rules for Application of Laws, "the location where the cause of damage has occurred," in accordance with Ordinance Article 11-1; therefore it should be the local law where the damage claim has occurred. The defendant has conducted his action of giving licenses to the licensees residing in Japan, China, and Thailand, and arranged licensing fees to be sent back to the defendant, hence the place of action was in Japan and the applicable law should be the Japanese law.

(The defendant's claim)

A. Regarding the claim for damages based on the default of obligations

The withdrawal plaintiff and the defendant have reached an agreement to accept the Chinese law as the applicable law in the Chinese court. Under the civil procedure law in China, when the opponent does not make any objections to a claim, it is considered that the opponent has given consent to the claim. The withdrawal plaintiff did not make any objections against the defendant's claim that the applicable law should be the Chinese law in the Chinese court; hence, the withdrawal plaintiff has made an agreement to the defendant's claim.

B. Regarding the claim for restitution of unjust enrichment

The applicable law for the restitution claim in this court case should be either the Thailand law or Chinese law.

The withdrawal plaintiff's claim could be interpreted as that the defendant has collected licensing fees unjustly by forming a licensing contract, based on the copyrighted materials, with the companies in Thailand and China causing the withdrawal plaintiff to miss opportunities to make profits in Thailand and China. If this assumption is correct, "the location where the cause of damage has occurred", (Ordinance Article 11-1) was either Thailand or China.

(3) Regarding Argument 3-1 (the validity of the contract and its effect)

(The defendant's claim)

A. Invalidity of the contract and its ineffective binding power

There was no true fact of forming the copyright contract between the defendant and the plaintiff; the contract was a forged document created by the withdrawal plaintiff and it was not valid.

Regarding the contract being a forged document and fact of forming of the contract is untrue, it is clear due to the facts such as (a) there was a result from handwriting analysis revealing that the signature does not belong to Noboru (B 2-4), (b) the seal of the company was that of Tsuburaya Enterprise, which did not own any rights for the copyrighted materials, and the defendant's address and registered firm name, as the owner of the

copyrighted materials, were absent in the contract (also, the company name of “Tsuburaya prod. and Enterprise Co., Ltd.” is indicated within the contract document, but such company does not exist.), (c) there were many discrepancies in the names of the copyrighted materials and numbers of produced works in the contract and it would have been improbable for an individual with extensive knowledge of Ultraman film works such as Noboru to make such fundamental mistakes, (d) at the time the contract was formed in 1976, the defendant had already given the exploitation right to the copyrighted materials overseas to Tokyo Broadcasting Company (B 5-15) and the content of the contract contradicts this fact, (e) the defendant has been granting exploitation rights to the third parties in countries outside of Japan since 1976 and the withdrawal plaintiff has known this fact. However, the withdrawal plaintiff has never openly objected to the defendant’s conduct of breaching the copyright contract until the demise of Noboru Tsuburaya, (f) the withdrawal plaintiff publicly announced the existence of the contract and began to pursue his rights based on the contract after the demise of Noboru Tsuburaya which was in 1996, 20 years after the forming of the contract.

Furthermore, these copyrighted materials have been treated as the withdrawal plaintiff’s most precious asset, and it has granted him the right to exploit the copyrighted materials in countries outside Japan for an unlimited number of years. Considering this fact, it must have required a consent from the members of the board in his company as this was “a disposition of the company assets” (Article 362, Item 4-1 of Corporation Law), however there was no such decision made. Therefore, this contract violates the above regulation and is invalid.

Supplementary, the Tokyo supreme court has made the decision, as described in section 1 (3), regarding the validity of the contract and its effects, however, the effects of the court decision would not reach the basis for adjudication by law, therefore the defendant reserves the freedom to question the validity of the contract.

B. Regarding the status of the contract that it is already expired

Even on the assumption that the contract was legitimate, the purpose of the creation of this contract was to be a security for Noboru and the defendant's obligation to repay the debt of 110,000 US dollars to the withdrawal plaintiff and to apply the revenue from the utilization of the exploitation rights towards the repayment until the debt is fully repaid.

As a consequence, it should be deemed that the withdrawal plaintiff has already collected his credit of 110,000 US dollars through the licensing business based on the copyrighted works after the signing of the contract with the defendant; therefore this contractual agreement has been fulfilled.

(The intervener's claim)

A. The binding effect of the contract is valid

The withdrawal plaintiff and the defendant have entered into the contractual agreement on March 4, 1976 and the withdrawal plaintiff has acquired the exclusive exploitation rights through this agreement. The written agreement was created by Noboru who was the representative director of the company at the time and signed by himself.

The legitimacy and validity of the contract have been acknowledged in the main sentence of the judgment given by the Tokyo District Court and Tokyo High Court then finalized by the Tokyo Supreme Court.

For the defendant to dispute the legitimacy or validity of the contract violates the binding power of the final judgment. Furthermore, even for the purpose of case examination, to claim a contradicting judgment and rehash old arguments should be considered as a violation of principle of trust in court justice.

B. The binding power of the contract still continues

This contract was not created to be a security for the plaintiff's credit. The contract was created to transfer the exclusive exploitation rights to the withdrawal plaintiff to replace the defendant's debt. The contractual agreement did not mention anything about being a security for the credit.

Furthermore, the judgment of the Tokyo High Court acknowledges that the transfer of the exploitation rights was a form of repayment which replaces the

debt. The defendant has had the chance to make the same claim in the previous Tokyo case; however, he did not do so. Therefore, the defendant's claim violates the binding power of the Tokyo High Court's judgment.

(4) Regarding Article 3-2 (defendant's obligations under the copyright contract)

(The intervener's claim)

A. About the Ultraman characters utilized in the copyrighted works

The judgment by the Tokyo High Court has acknowledged the withdrawal plaintiff's possession of the exclusive exploitation rights related to the copyrighted works and the Ultraman characters utilized in the works and has not placed any restrictions for the usage of the rights. Therefore, the decision of the court has verified that the withdrawal plaintiff has the exclusive right to exercise every right under the concept of copyright acknowledged by the copyright law of the country outside Japan. The exclusivity of the rights is effective even against the defendant who is the owner of the original copyrights.

The defendant has an obligation not to assign any right to the third party regarding the broadcasting, duplication and sale of the copyrighted works in the countries outside Japan (Article 3, 3.1, 3.3), and also not to grant any permission to manufacture character goods or sale of the goods based on Ultraman related characters (hereinafter related to "original Ultraman Characters") listed indicated as movie / images (hereinafter referred to as "attached lists") (Article 3, 3.7).

B. Regards to the Ultraman films and characters created after the forming of the contract

The exclusive exploitation rights given to the withdrawal plaintiff include the right to create works of the original works and exploit them (derivative works) as well as exclusive rights to use them (Article 3 3.2, 3.3 of this contract). Even if such right was not included within the contract, it was clear that the defendant had no right to assign exploitation right of similar characters to the third party since the withdrawal plaintiff possesses the exclusive rights of original Ultraman characters which

would be used as the base model for any derivative characters. Therefore, the defendant was obliged not to assign utilization right of any derivative characters to the third party.

The defendant has produced many Ultraman movies after creating these copyrighted works and used character names indicated in the attached list (2) (hereinafter referred to as “new Ultraman characters,” and called the “Ultraman characters,” which includes the “former Ultraman characters.” All movies including these Ultraman characters are hereinafter referred to as “Ultraman movies”). These movie films featuring the new Ultraman or the original Ultraman should be considered as derivative works of the pre-existing works.

Therefore, the defendant’s conduct of giving permissions to utilize the said characters to the third party has violated the provisions of the contract.

(The defendant’s claim)

A. About the copyrighted works and the original Ultraman characters

The contract has given the withdrawal plaintiff an authority to form licensing contracts with his clients as a master licensee, and the words “Exclusive rights” described under clause No. 2 in the contract meant that “It prohibited the defendant from creating another master licensee which was the plaintiff’s status that belonged to him exclusively.” Furthermore, the words “Master licensee” meant that the withdrawal plaintiff had given authority to grant usage right in wide range of categories, for the licensee to select other third parties, and to freely select recipients and also to give sub-licenses (re-license) to his clients regarding any specific services or right to produce goods.

However, the contract of the present case did not prohibit the defendant from exploiting his own copyrighted works or giving licenses to the third parties of his choosing, without establishing a separate master licensee. The contents of the contract of the present case were as stated above and it did not give the withdrawal plaintiff immense power of rights. This situation would be best explained by the facts that (1) the withdrawal plaintiff has been conducting a business of giving sub-licenses to his clients, regarding the exploitation right of the copyrighted works, instead of manufacturing or selling Ultraman related goods by himself from the time when he entered into contract with the defendant and up until now, (2) in 1976, the defendant has already given the permission to a company other than the withdrawal plaintiff for exclusive utilization of the copyrighted works in countries outside Japan and withdrawal plaintiff had this knowledge, (3) according to the withdrawal plaintiff's explanation, this contract was formed with the purpose of substituting the defendant's debts, 200,000 US dollars, to the withdrawal plaintiff and even if this claim was correct, the right was the most valuable asset to the defendant and Noboru Tsuburaya, who knew this fact, would have not entered into this agreement to substitute his obligation to the debt without specifying a basic provision such as minimum guaranteed royalty and jeopardizing a situation where the defendant might lose his right to the copyright or to lose his right to form contract with the client for an indefinite period of time.

- B. Regarding the Ultraman films and the new Ultraman characters created after these copyrighted works were created

The intervener claims that the words in Article 3, 3.3 of the contract, "Reproduction Right," also have binding effect over the new Ultraman characters. However, the contract clearly states that "all models and characters used in the production of the films mentioned in Article 1" as the subject of "Reproduction"

indicated above. There is also an entry of phrase “under the original character” within the contract. Therefore, it would not be possible to interpret the meaning of the phrase as that the Ultraman characters other than the original (original Ultraman characters) should be treated as the subject of the right to reproduce.

The intervener claims that the words “Production Right” indicated in Article 3, 3.2 of the contract implies also the production right of derivative works. However, the “Production Right” is not a specifically used term under the copyright law; it is a universal term and could be interpreted in many other ways, and the term “Adaptation Right” should have been used to mean more precisely. To draw a conclusion from the term “Production Right” to allow the withdrawal plaintiff to exploit the derivative works created by the defendant as well as to allow these works to be used exclusively is impossible.

Taking into account that the defendant is the copyright holder of all characters related to Ultraman, he is not in the position to be restricted by the withdrawal plaintiff from exploiting the new Ultraman characters and is free to create any new characters and exploit them in business after the forming of the contract.

- (5) Regards to Argument 4 (the occurrence of the defendant’s default in his obligations and unjust enrichment)

(The intervener’s claim)

The intervener claims that the defendant conducted a breach of contract by giving licenses of duplication and sale of Ultraman films and Ultraman goods to the third parties in countries outside Japan. The withdrawal plaintiff has suffered a loss of opportunities to profit from licensing fees by giving permissions to exploit Ultraman film works to the third parties

and suffered damage which equals the licensing fees that the defendant has collected from his licensees. In addition, at the time when the contract was formed, the withdrawal plaintiff was in business of giving out licenses through the company Chaiyo in Thailand and China, hence he was sufficiently capable of forming contracts with clients by himself if opportunities were given.

The withdrawal plaintiff suffered a loss which was equivalent to the defendant's profit by collecting licensing fees without any legal grounds. It would be possible to consider their conduct as an action based on malicious intent.

From among the defendant's average annual revenue from licensing and broadcasting for the years 2001 and 2002 (1,250,000,000 yen), approximately 10% thereof was from overseas business operations. This means that the accumulated revenue for the past 10 years would be 1,250,000,000 yen (retrospectively 10 years from May 18, 2006, which was the date the lawsuit was instituted). The intervener demands that the defendant pay only 100,000,000 yen as the compensation for the damage claim and restitution of unjust enrichment (the above right to claim damages is hereinafter referred to as "right to claim damages," and the above right to demand restitution for unjust enrichment is hereinafter referred to as "right to demand restitution for unjust enrichment"). The statements below describe the details thereof.

A. Business transactions with the company Bandai

On September 1, 1996, the defendant gave a license to the Japanese company Bandai (hereinafter referred to as "Bandai") for exploitation of names, logos, symbols, trademarks, copyrights, related goods, illustrations and pictures of film works "Ultraman," "Ultraseven," "Return of Ultraman," "Ultraman Ace," "Ultraman Toro," "ULTRAMAN TOWARDS THE FUTURE," "ULTRAMAN, THE ULTIMATE HERO," and "Ultraman Tiga" in areas of Korea, Hong Kong, Macao, Taiwan, Singapore,

Malaysia, Philippines, Thailand, and Indonesia for a licensing period of one year and four months. (A7-1, 2. Hereinafter referred to as the “license contract 1.”)

Bandai has been a constant licensee which is involved in distributions of Ultraman character goods in and out of the country Japan, and the expiration date of the license has been renewed multiple times. Also, the company maintains the widest area of permitted regions relative to the regions and objects of licensing.

In conclusion, the estimated amount of money accounted as damage to the withdrawal plaintiff was (43,034,102 yen) which had the amount of loss the withdrawal plaintiff suffered based on the licensing towards licensees indicated in B to T below from 100 million yen (total 56,965,898 yen).

B. Business transactions with the company Runshirowanitto, Ltd.

On March 17, 1997, the defendant gave a license to Runshirowanitto, Ltd., a company in Thailand, regarding the broadcasting right of “Ultraman Tiga” TV series in Thailand. (A 15. Hereinafter referred to as the “license contract (2).”

The licensing fee for license contract (2) was 62,400 US dollars; the estimated amount of money accounted as damage to the withdrawal plaintiff was at least 7,612,800 yen. (Calculated at the exchange rate of \$1 = 122 yen. The same for the below calculations.)

C. Business transactions with the company Myunpoon, Ltd.

On June 12, 2001, the defendant gave a license to the company Myunpoon, Ltd., a company in Thailand, regarding the video duplication and sale right of “Ultraman Tiga” TV series in Thailand. (A 16. Hereinafter referred to as the “license contract (3).”

The licensing fee for license contract (3) was 52,000 US dollars; the estimated amount of money accounted as damage to the withdrawal plaintiff

was at least 6,344,000 yen.

D. Business transactions with the company VNK Trading

On June 10, 2002, the defendant gave a license to the company VNK Trading, a company in Thailand, regarding the video duplication and sale right of “Ultraman Tiga” TV series in Thailand. (A 17. Hereinafter referred to as the “license contract (4).”)

The licensing fee for license contract (4) was 67,294.24 US dollars; The estimated amount of money accounted as damage to the withdrawal plaintiff was at least 8,209,897 yen. (Calculated at the exchange rate of \$1 = 122 yen. Amount less than 1 yen was omitted. The same for below calculations.)

E. Business transactions with the company Bi Buoon international Ltd.

On September 17, 2002, the defendant gave a license to Bi Buoon, a company in Thailand, for the exploitation of names, logos, symbols, trademarks, copyrights, related goods, illustrations and pictures of film works “Ultraman Tiga,” “Ultraman Dyna,” “Ultraman Gaia,” “Ultraman Cosmos” TV series in Thailand. (A 18. Hereinafter referred to as the “license contract (5).”)

The licensing fee for license contract (5) was 21,334.37 US dollars; the estimated amount of money accounted as damage to the withdrawal plaintiff based on the act of granting license was at least 2,602,793 yen.

F. Business transactions with the company Thai Bedding, Ltd.

On September 19, 2002, the defendant gave a license to Thai Bedding, Ltd., a company in Thailand, for the exploitation of names, logos, symbols, trademarks, copyrights, related goods, illustrations and pictures of film works “Ultraman Tiga,” “Ultraman Dyna,” “Ultraman Gaia,” “Ultraman Cosmos” TV series in Thailand. (A 19. Hereinafter referred to as the “license contract (6).”)

The licensing fee for license contract (6) was 12,983.63 US dollars; the estimated

amount of money accounted as damage to the withdrawal plaintiff based on the act of granting license was at least 1,584,002 yen.

G. Business transactions with the company Rose Video, Ltd.

On November 25, 2002, the defendant gave a license to the company Rose Video, Ltd., a company in Thailand, regarding the video duplication and sale right of “Ultraman Zearth 1,” “Ultraman Zearth 2” TV series in Thailand. (A 20. Hereinafter referred to as the “license contract (7).”)

The licensing fee for license contract (7) was 9,200 US dollars; the estimated amount of money accounted as damage to the withdrawal plaintiff based on the act of granting license was at least 1,122,400 yen.

H. Business transactions with the company Nestle, Ltd.

On April 11, 2003, the defendant gave a license to Nestle, Ltd., a company in Thailand, for the exploitation of names, logos, symbols, trademarks, copyrights, related goods, illustrations and pictures of film works “Ultraman Tiga,” “Ultraman Dyna,” and “Ultraman Gaia” in Thailand. (A 21. Hereinafter referred to as the “license contract (8).”)

The licensing fee for license contract (8) was 6,491.84 US dollars; the estimated amount of money accounted as damage to the withdrawal plaintiff based on the act of granting license was at least 792,004 yen.

I. Business transactions with the company Lunar International, Ltd.

The defendant gave a license to the company Lunar International in Hong Kong regarding the exploitation of Ultraman character goods and sub-licensing. (A 25. Hereinafter referred to as the “license contract (9).”).

The licensing fee for this transaction was unknown, however the subject of the license was production of character goods and was similar to the license contracts (5), (6), and (8); therefore it was calculated as the total amount of the three contracts (40,809.84 US dollars) divided by the total time of the licensing period for each contract (3 years) to produce the average amount (13,603.28 US dollars = 1,659,600 yen). The contract period of this license (9) was estimated to be one year since the minimum time period in other contracts were one year (A 7-21). Therefore, the estimated amount of money accounted as damage to the withdrawal plaintiff based on the act of granting license was at least 1,659,600 yen.

J. Business transactions with the company Placo Product, Ltd.

The defendant has given a license to the company Placo Product, Ltd. in Thailand regarding exploitation of Ultraman character goods and sub-licensing in Thailand. (A 25. Hereinafter referred to as the “license contract (10).”).

The estimated amount of money accounted as damage to the withdrawal plaintiff based on the act of granting license was 1,659,600 yen, the same as license contract (9).

K. Business transactions with the company Dolda Industrial, Ltd.

The defendant has given a license to the company Dolda Industrial, Ltd., a company in the U.S., regarding exploitation of Ultraman character goods and sub-licensing in Thailand. (A 25, 26. Hereinafter referred to as the “license contract (11).”).

The contract period of this license was estimated to be three years, since the

defendant had the licensing for this company for at least 3 years (A 25, 26).

Therefore, the estimated amount of money accounted as damage to the withdrawal plaintiff based on the act of granting license was 4,978,800 yen, which is the amount that is 3 times the annual average licensing fee (1,659,600 yen) for license contract (5), (6), and (8), which have similar licensing subject as this contract.

L. Business transactions with the company Unicorn Television Sales Ltd.

The defendant has given a license to the company Unicorn Television Sales, Ltd., a company in Thailand, regarding productions of Ultraman programs for television and home videos and sub-licensing of the works in Thailand. (A 25. Hereinafter referred to as the “license contract (12).”)

The licensing fee for license contract (12) was unknown, however the subject of the license was television programs and home videos and was similar to the license contracts (2) and (4), therefore it was calculated as the total amount (181,694.24 US dollars) of the three transactions divided by the total time period of the contracts (15 years) to reach the average amount (12,112.94 USD=1,477,778 yen).

Therefore, the estimated amount of money accounted as damage to the withdrawal plaintiff based on the act of granting license was 1,477,778 yen.

M. Business transactions with the company Southern International, Ltd.

The defendant has given a license to the company Southern International, Ltd., a company in Thailand, regarding productions of Ultraman programs for television and home videos and sub-licensing of the works in Thailand. (A 25. Hereinafter referred to as “license contract (13).”)

The estimated amount of money accounted as damage to the withdrawal plaintiff

based on the act of granting license was 1,477,778 yen, the same as license contract (12).

N. Business transactions with the company Media Link International

The defendant has given a license to the company Media Link International, a company in Thailand, regarding productions of Ultraman programs for television and home videos and sub-licensing of the works in Thailand. (A 25. Hereinafter referred to as the “license contract (14).”)

The estimated amount of money accounted as damage to the withdrawal plaintiff based on the act of granting license was 1,477,778 yen, the same as license contract (12).

O. Business transactions with the company Video Square, Ltd.

The defendant has given a license to the company Video Square, Ltd., a company in Thailand, regarding productions of Ultraman programs for television and home videos and sub-licensing of the works in Thailand. (A 25, 26. Hereinafter referred to as the “license contract (15).”) The contract period of this license was estimated to be three years (A 25, 26).

Therefore, the estimated amount of money accounted as damage to the withdrawal plaintiff based on the act of granting license was the amount that is 3 times the annual average licensing fee of contracts (2) and (4) (1,477,778 yen) which have similar licensing subjects as this contract (4,433,334 yen).

P. Business transactions with the company Light Picture, Ltd.

The defendant has given a license to the company Light Picture, Ltd., a company in Thailand, regarding productions of Ultraman programs for television and home videos and sub-licensing of the works in Thailand. (A 25, 26. Hereinafter referred to as the “license contract (16).”) The contract period of this license was estimated to be three years as well (A 25, 26).

Therefore, the estimated amount of money accounted as damage to the

withdrawal plaintiff based on the act of granting license was 4,433,334 yen, the same as license contract (15).

Q. Business transactions with the company Light International, Ltd.

The defendant has given a license to the company Light Picture, Ltd., a company in Thailand, regarding productions of Ultraman programs for television and home videos and sub-licensing of the works in Thailand. (A 25, 26. Hereinafter referred to as the “license contract (17).”)

The contract period of this license was estimated to be three years (A 25, 26).

The estimated amount of money accounted as damage to the withdrawal plaintiff based on the act of granting license was 4,433,334 yen, the same as license contract (15).

R. Business transactions with the company Shanghai Audio Visual Publishing

The defendant has given the authority, to his 100% subsidiary company Shanghai Tsuburaya, a company in China, to grant permission for exploiting Ultraman film works (A 27) and ordered Shanghai Tsuburaya to give a license to Shanghai Audio Visual Publishing for duplication and sale of at least 4 Ultraman films (“Ultraman,” “Return of Ultraman,” “Ultraman Ace,” “Ultraman Reo”) and Ultraman character goods in China. (A 8, A 28-32. Hereinafter referred to as the “license contract (18).”)

Although, only one of the contract fees for the contract is clear (Return of Ultraman), it was estimated that the other three films had similar licensing fees as the other Ultraman movies since the licensing subject is similar (A 28, 31. Total of 500 thousand renminbi for license fees (including long term)).

Therefore, the estimated amount of money accounted as damage to the withdrawal plaintiff was 32,000,000 yen (8 million yen (calculated at 1 renminbi

= 16 yen. The same for the below) x 4 contracts). Also, the defendant has claimed that out of 15 film works which the defendant has licensed to Shanghai Tsuburaya, only one film work was related to Ultraman (Ultraman) (B 31). Although, the intervener did not acknowledge the defendant's claim, the defendant has acknowledged that at least one of the film works out of the 15 movies was an Ultraman movie; therefore the court has decided that the estimated amount of money accounted as damage to the withdrawal plaintiff license was 2,133,333 yen, which was 1/15 of the amount indicated above.

S. Business transactions with the company Guangzhou Book Store Company (Guangzhou Book)

The defendant has given a license, by ordering Shanghai Tsuburaya, to the company Guangzhou Book Store Company, a company in China, regarding productions of Ultraman programs for television and home videos and sub-licensing of the works in China. (A 8. Hereinafter referred to as "license contract (19)").

The estimated amount of money accounted as damage to the withdrawal plaintiff based on the act of granting license was 2,133,333 yen, the same as license contract (18).

T. Business transactions with the company Dolphin Publishing

The defendant has given a license, by ordering Shanghai Tsuburaya, to the company Dolphin Publishing, a company in China, regarding the sale of Ultraman books in China. (A 9. Hereinafter referred to as the "license contract (20).")

The licensing fee for this transaction was unknown, however the subject of the license was publications and similar to the license contract (18), since there were no other contracts which had similar subject of license in China, it was estimated that the licensing fee was the same as the license contract (18).

Therefore, the estimated amount of money accounted as damage to the withdrawal plaintiff based on the act of granting license was at least 8,000,000 yen. The intervener claims 533,333 yen during this litigation, which is 1/15 of the above amount due to the same reasons as R.

(The defendant's claim)

The defendant rejects or objects to all of the withdrawal plaintiff's claims.

The defendant's obligations under the contract are explained in (4) "Defendant' Claim." Under the assumption that they are legitimate, a conclusion would be that the defendant has no default of his obligations or unjust enrichment. Even if he has made some profits, they are the results from forming licensing contracts with the third parties and he has the legal cause.

The intervener claims that the withdrawal plaintiff has lost his opportunities to form licensing contracts related to the Ultraman films in countries outside of Japan due to the default of the defendant and suffered damages which equal to the amount of money the defendant has profited from the licensing business. However, this claim is based on an assumption that the defendant's licensee's only available option was to form a licensing contract with the withdrawal plaintiff or Chaiyo, who was given the authority by the plaintiff, in order to conduct business utilizing Ultraman characters in countries outside of Japan. In the countries of Thailand and China, in where the withdrawal plaintiff has lost his opportunities for concluding contracts according to his claim, the dispute on the validity of the contract has been continuing for the past 10 years as indicated in 1 (4) and (5) and, during this period, the withdrawal plaintiff and Chaiyo were trapped in a situation in which the holder of the contractual rights was unknown to anyone. Therefore, it was not clear that the withdrawal plaintiff or Chaiyo had any probability of forming licensing contract with clients (1) to (20) listed above. Furthermore, the judgment from the first trials both in Thailand and China have affirmed that the withdrawal plaintiff did not possess the exploitation right of Ultraman characters or Ultraman film works and the withdrawal plaintiff has been ordered to be prohibited from making any claims regarding the contract by the supreme court of Thailand, consequently the withdrawal plaintiff had no opportunities of making profits by giving licenses to the third parties regarding Ultraman film works in any point in time, the past or in the future.

Additionally, as explained in (3) "The defendant's claim," the contract was formed to be

the security for Noboru Tsuburaya's debts to the plaintiff, which was 110,000 US dollars, and the withdrawal plaintiff has already recouped the debts from his operations of the licensing business. Considering these circumstances, the intervener's action of demanding compensation money for the damages and restitution of unjust enrichment could be seen as an abuse of his legal rights.

A. About the licensing contract (1)

The contract signed between the defendant and Bandai indicated in A Exhibit No. 7-1 is recognized. However, this contract does not specify Bandai to be a master licensee, therefore it did not breach the contract. Also, the majority of the Ultraman characters, as subjects of the contract, were the new Ultraman characters.

B. About the license contracts (2) to (8)

The license contracts (2) to (8) signed by the defendant are recognized. These contracts were formed to grant exploitation rights of the new Ultraman characters therefore it did not cause nonfulfillment of obligation by the defendant.

C. About the license contracts (9), (10), (12), (14), and (15)

The licensing of the Ultraman characters to the companies Lunar International, Placo Product, Unicorn Television Sales, Media Link International, and Video Square given by the defendant are recognized. However the majority of the contracts were for the new Ultraman characters.

D. About the license contract (11)

The existence of the license contract (11) is not recognized.

There was a US company named Ultracom which gave a license to Dolda Industrial in the past, however Ultracom was a company established solely by

Noboru and had no capital ties with the defendant. Therefore, the defendant was not involved in this license contract.

E. About the license contracts (13) and (16)

The existence of the license contracts (13) and (16) are not recognized.

F. About the license contract (17)

The defendant has formed a licensing contract with the company Light International regarding the Ultraman animation film “Ultraman Super fighter” produced by him after the forming of the contract with the plaintiff, however no contracts were formed regarding the copyrighted works in this court case.

G. About the license contracts (18) to (20)

The defendant has granted the exploitation rights of the Ultraman characters, etc. to Shanghai Tsuburaya. However, out of those 15 film works with exploitation rights granted, there was only one with Ultraman characters used, which was “Ultraman” (A 27, B 31). Furthermore, there were no known facts of giving licenses, through Shanghai Tsuburaya, to the companies Shanghai Audio Visual Publishing, Guangzhou Book Store Company, or Dolphin Publishing.

Shanghai Tsuburaya was a separate company from the defendant, therefore, the conducts of giving licenses to the said companies by Shanghai Tsuburaya did not create nonfulfillment of obligation. A legal issue of the Chinese company Shanghai Tsuburaya giving licenses to other Chinese companies falls under Chinese jurisdiction and the judgment from the Chinese court has verified the illegitimacy aspect of the original contract. Therefore, the actions of Shanghai Tsuburaya should not be considered as nonfulfillment of obligation on the defendant’s part.

Additionally, the defendant has never received a payment of fees from Shanghai Tsuburaya, therefore there was no occurrence of unjust enrichment.

(6) Regarding the argument 5 (validity of the transfer of the damage claim right and restitution of unjust enrichment claim right from the withdrawal plaintiff to the intervener)

(The intervener's claim)

On March 4, 2007, the withdrawal plaintiff and Perasit came to an agreement that Perasit shall inherit the rights (hereinafter referred to as the "rights") for execution and disposition of the exclusive exploitation rights on behalf of the withdrawal plaintiff (B 25). The scope of the rights includes all the rights originating from the contract and the rights to claim compensation of damages based on nonfulfillment of obligation. On December 24, 2008, Perasit agreed to transfer the exclusive exploitation rights from the withdrawal plaintiff to the intervener enabling him to engage in business activities based on these rights. In the following time, Perasit and the intervener have agreed to add the claim rights, against the defendant, occurring presently or in the future, including claim rights for compensation of damages and restitution of unjust enrichment, to the scope of the transferred rights to conduct business (hereinafter referred to as "the right to claim compensation for damages"). On February 9, 2009, the intervener inherited the claim rights for compensation of damages (hereinafter referred to as "transfer of obligation"). (C 6). The withdrawal plaintiff did not object to this transaction and send out a notification letter to the defendant regarding the transfer of the claim rights. This notification was attained by the defendant on February 10, 2009 (C 1-1, 2).

Regarding the equivalent monetary value for the transfer of the claim rights, it was impossible to estimate this in a reasonable way because, at the time of the transfer of the claim rights, the future prosperity of the business was unknown and there was a great risk of ending the business in frailer. Therefore, the plaintiff, Perasit and the intervener made an agreement that the intervener will make a payment, a reasonable share reached by negotiations based on mutual trust of past many years between them, to Perasit out of the intervener's profit only when the intervener's business makes any profit. This transfer of the claim rights includes the collected money from the defendant regarding the compensation of damages to be used as a base for calculation of their shares.

As described above, the claim rights for restitution of unjust enrichment was a part of the transfer of the rights, however the withdrawal plaintiff has decided to make the matter more clear and, on June 22, 2009, produced a written amendment to the claim and formally announced it to the defendant.

(The defendant's claim)

A. About illegitimacy of the transfer of the claim rights

It has been recognized that on February 10, 2009, the defendant has received the intervenor's notice letter of the transfer of the claim rights for compensation of damages in the amount of 1,250,000,000 yen; however denies the rest of the intervenor's claims.

The intervenor has given his statement to the reporter in the interview for a publication's article in April of 2009 by saying that the withdrawal plaintiff has transferred the entirety of his rights to his son Perasit in March of 2007 (B 22). If this statement is correct, it was not possible for the intervenor to inherit the rights from the withdrawal plaintiff who had no possession of the rights.

Furthermore, the content of the notice letter was about the transfer of the claim rights for compensation of damages and did not include the claim for right for restitution of unjust enrichment.

B. About the invalidity of the rights transfer

Even if the rights transfer was carried out from the withdrawal plaintiff to the intervenor, so long as there is a lack of consent from the defendant, the intervenor cannot claim his rights.

Furthermore, the transfer of the rights was invalid due to the causes of conspired display of false fact, disturbance of public order, article 10 of the trust law, and article 73 of the attorney's code as explained below.

(a) The conspired display of false fact

In the transfer of obligations, the withdrawal plaintiff is prohibited to claim the rights based on this contract as well as the utilization of the contract by the Supreme Court in Thailand. The transfer of the rights was carried out by the withdrawal plaintiff and intervener to circumvent the obligations imposed by the judgment of Thai court, since they had to compensate the damages towards the defendant in the case there were proceeds made from the withdrawal plaintiff's utilizing the Ultraman characters. This is clear from: (1) There was no forming of contract regarding the transfer of rights or agreement on exchange of equivalent value. The transfer without a contract or exchange of money seemed unusual and did not make sense from the view point of economics since the withdrawal plaintiff was engaged in the character business based on the exploitation rights and making earnings. (2) The intervener's company was established in Japan unexpectedly after the rendering of the Thai court judgment in February of 2008, and the transfer of the rights was carried out right after the forming of the company. (3) The intervener was not engaged in any type of business other than the litigious activity and this is clear from the fact that two out of four directors of his company were Perasit who is the son of the withdrawal plaintiff, and Tiranasaudi / Tanisa [phonetic representation; spelling unknown]. Also, the two individuals were the directors of Chaiyo company. The withdrawal plaintiff is a Thai national and did not reside in Japan, because of this, he was ordered to provide security deposit of 12,000,000 yen by June 13, 2006 (B 36) in accordance to the claim of the defendant and deposited the money at the court. However, he has petitioned for conclusion of litigation expense on February 24, 2010 after withdrawing from the litigation. The circumstance suggests that the purpose of the rights transfer was to recover the deposited money by having the intervener joined in the litigation.

(b) The violation of public order and morality

The copyright contract being a forged document has been verified by the supreme court of Thailand. Therefore, according to the laws of Thailand, the conduct of

transferring the claim rights for damages (transfer of obligations) under the copyright contract constitute a crime of exploiting / referring a document created by means of forgery intended to mislead and bring harm to the third party or public (Article 268 of Thailand Criminal Law). Furthermore, the withdrawal plaintiff's action represent a creation of an international crime organization which was defined in "International Convention Related to the Prevention of International Organized Crimes" (B 24. Hereinafter referred to as the "Convention") designed to prevent international criminal acts.

Therefore, to recognize the validity of the rights transfer consequently means that the Japanese government agency has connived and encouraged a criminal conduct defined by the criminal code of Thailand inviting further development of such incident. The consequence like this could jeopardize the principle of international cooperation under the constitution of Japan. In addition, this conduct would make the intervener the subject of punishment by the criminal law of Thailand.

(c) The violation of Article 10 of the Trust Law

The sequence of events leading to the transfer of obligation was described in section (a). The transfer of obligations was carried out to exploit the justice system in the form of creating the intervener and appoint him to pursue litigation on behalf in order to gain unjust enrichment including the defendant's evasion from the penal system of Thailand and hinders recovering of the withdrawal plaintiff's gains from this litigation. There was no agreement on exchange of equivalent value between the withdrawal plaintiff and the intervener in this transaction and there was the provision for sharing profit only when the intervener wins the lawsuit, therefore the transfer of the rights was an entrustment in which the withdrawal plaintiff was the

entrustor and the intervener was trustee/beneficiary and should be considered as “entrusted litigation” hence violates Article 10 of the Trust Law, and therefore should be invalidated.

(d) Violation of Article 73 of the Attorney’s Code

The sequence of events leading to the transfer of obligation was described in section (a). The intervener has been pursuing this litigation by inheriting the withdrawal plaintiff’s claim rights for compensation of damages and restitution of unjust enrichment; assuming that the intervener’s claims are genuine, he has received the withdrawal plaintiff’s claim rights as part of his business development based on the exploitation rights and intends to pursue this litigation as his own business, therefore he is committed to acquire additional claim rights, against the defendant and other third parties, from the withdrawal plaintiff and intends to practice those rights. Therefore, the intervener’s conduct could be interpreted as “by acquiring someone else’s rights, engages in the business of practicing rights by pursuing litigations” (Article 73 of the Lawyer Act) and that would violate Article 73 of the Lawyer Act.

(The intervener’s objections to the defendant’s claim)

A. The transfer of the rights has never been a conspired display of false facts

The sequence of events leading to the transfer of the rights was explained in the section above in the ‘intervener’s claim’, therefore the transfer of the rights should not be considered as such.

B. The transfer of the rights did not cause disturbance of public order and morality

The withdrawal plaintiff’s ownership of the exclusive exploitation rights has been affirmed by the judgment of the Tokyo High Court in Japan and the conclusion reached by the Thai court was the event that caused disturbance of public order and morality in this country. Also, this provision states that “a country in the treaty shall perform duties based on the provision by methods which do not interfere with internal matters of the nation or principles of territorial integrity” (Article 4 of the same convention). According to the judgment of the Tokyo High Court, the transfer of the rights was perfectly legal and the defendant’s claim should be rejected.

C. The transfer of the rights did not violate the trust law of this country

The claim rights for compensation of damages have been rightfully transferred to the intervener and have become part of his assets. The intervener has not treated the rights as a separate entity or obligated to do so.

The intervener's practicing of the claim rights was conducted as part of his business activity based on the exclusive exploitation rights he has inherited from the plaintiff.

Therefore, his intent was not to intervene in the other party's affairs in the name of entrust and pursue profit by exploiting the justice system. His actions did not violate the principles of representative attorney or prohibition of entrusted litigation.

D. The transfer of the obligations did not violate the Lawyer's Act

Article 73 of the Lawyer's Act does not, generally or commonly, prohibit the assignment of rights or practicing of assigned rights in his duties and it should be interpreted as that he is forbidden from the assignment of rights or practicing of assigned rights with intent to repeat as his business outside his profession.

The intervener has received the withdrawal plaintiff's rights, which the withdrawal plaintiff has obtained and owned, in its entirety and succeeded his business of exploiting copyrighted works, therefore the claim rights for compensation of damages and restitution of unjust enrichment were the rights given to the intervener as the withdrawal plaintiff's rights to the compensation for damages suffered in his business practice. The intervener pursues this litigation in order to materialize the rights which belong to his own business and his has no intent of repeating litigations in order to gain from the inherited rights outside his profession.

(7) Regarding Argument 6 (application of extinctive prescription)

(The defendant's claim)

A. About the claim for damages based on nonfulfillment of obligation

The claim for compensation of damages based on the defendant's nonfulfillment of obligation is a claim right based on debt caused by undesirable commercial activity, therefore the extinctive prescription, Article 522 of the Commercial Law, would be applicable. The defendant has stated, in the 25th court hearing on June 26, 2009, that any claim for damages occurred up to 5 years before May 18, 2001, which is May 17, 2006, would become a subject of extinctive prescription.

B. About the claim for restitution of unjust enrichment

The claim for restitution of unjust enrichment is a claim right caused by undesirable commercial activity, therefore the extinctive prescription, Article 522 of commercial law, would be applicable.

The claim for restitution is a claim used to settle liabilities caused by nonfulfillment of commercial obligations and also related to business transactions, therefore it requires expedient conclusion of business transaction activities and it would be reasonable to apply this to any claim for restitution.

The defendant has indicated his intention to invoke the extinctive prescription indicated above in the 31st Preparatory Proceedings due date, which is April 20, 2010.

(The intervener's claim)

A. About the claim for damages based on nonfulfillment of obligation

The claim for compensation of damages was caused by infringement of exclusive exploitation rights, owned by the plaintiff, resulted from the defendant's conduct of granting permission to exploit copyrighted works to the third parties. Although, the conduct was related to a business transaction, it was not nonfulfillment of obligation resulted from the business transaction carried out between the withdrawal plaintiff and the defendant. Therefore, extinctive prescription should not be applied to the claim rights for damages.

Assuming that extinctive prescription was applicable, nonfulfillment of obligation caused by the defendant was way beyond the socially acceptable level and to

apply extinctive prescription, the purpose of which is to expedite conclusion of business transactions, would be a violation of principle of good faith and abuse of the rights.

B. About the claim for restitution of unjust enrichment

The claim rights for restitution of unjust enrichment are a claim defined by legal provisions and it is not a claim resulting from undesirable business activities. Therefore, the extinctive prescription should not be applicable to the claim for restitution and the defendant's claim has no good cause.

No. 3 The decision of the court

1. Regarding argument 1 (international jurisdiction of this litigation)

- A. The circumstance of this litigation was that the intervener independently joined in a legal case regarding the demands for the compensation of damages claimed by a foreigner, the withdrawal plaintiff, against the Japanese corporation based on the defendant's nonfulfillment of his obligations (participating event). Also, the contract, under dispute in this case, was for the exploitation rights of copyrighted works in countries outside of Japan and the intervener has been making a claim that the defendant's conducts of giving licenses to foreign companies have resulted in nonfulfillment of the defendant's obligations. Therefore, the issue of jurisdiction in this case has become of great importance.
- B. Regarding a method of determining which country has jurisdiction over a case, internationally accepted guidelines do not exist. It would be appropriate to make a decision considering fairness to the parties and the practicality of the trial, since the international common laws have not yet matured. (refer to Supreme Courts 2nd Petty Bench, October 16, 1981 / Minshu Vol. 35, No. 7, page 1224; Supreme Courts 2nd Petty Bench, June 24, 1996 / Minshu Vol. 50, No. 7, page 1451.). Furthermore, in the case any of the jurisdictions regulated by our country's civil code is within our country, the litigations filed in this county should be applicable to the laws of this country as a general rule, excluding cases with special circumstances where it violates the principle indicated above by

conducting the litigation within the country (refer to Supreme Courts 3rd Petty Bench, November 11, 1997 / Minshu Vol. 51, No. 10, page 4055).

The defendant is a Japanese corporation headquartered in Japan, therefore jurisdiction of this litigation should be Japan, since there is not enough evidence to prove there is special circumstance to conduct the litigation within our country.

To this, the defendant claims that since there is overlapping aspect in this litigation with the preceding litigation in China instituted by the plaintiff, the applicable laws should not be Japanese laws, due to the reasons that there are special circumstances such as the situation of international litigation, the fact that the evidence of this case is focused on matters outside of Japan, as well as that the applicable laws for this case are not the Japanese laws.

However, the defendant's conduct of nonfulfillment of obligations includes the companies in Japan, Thailand, and China totaling 20 corporations which were given the exploitation rights of Ultraman. Out of these, only 2 corporations are in the overlapping aspect and the claimed amount for the demand was much greater than the Chinese litigation.

Furthermore, the close inspection of the evidence from this case did not indicate proof to acknowledge that the evidence of this litigation focuses on countries outside of Japan, and the applicable laws for this case shall be the Japanese laws, as indicated in (2) below.

Therefore, no special circumstances were recognized to deny the international jurisdiction of our country, and there was no good reason for the defendant's claims.

C. The defendant claims that this court case should be dismissed due to the fact that some parts of this litigation overlaps with the Chinese litigation, and Article 14-2 of civil code or analogy shall be applied. However, the "courts" indicated in Article 142 of the civil procedure refers to Japanese courts, and this does not include foreign courts. Therefore the defendant's claim has no good reason for this matter either.

2. Regarding argument 2 (applicable law in the present case)

(1) About the damage claim based on nonfulfillment of obligation

This court case concerns the defendant's conducts in foreign countries and binding effect of the contract in which the withdrawal plaintiff, a foreigner in this country, is the involved party of the contract, therefore the case has an aspect of international negotiation and the applicable law must be selected.

According to the intervener's claims, this contract was signed between the defendant and the withdrawal plaintiff in our country in 1976, which is before the Act on General Rules were implemented.

Therefore, in accordance with Article 3-3, Ordinance 7 of the Supplementary Provisions of the Act on General Rules, the validity and the effect of this contract shall be the applicable laws selected by the parties, or the laws of place of the act (Article 2 of the same law) if the applicable laws are not selected by the party members.

Since the contract did not have an entry for specifying the applicable law or indication that the withdrawal plaintiff and the defendant have had any agreement on this matter, the applicable law for the validity and the binding effect of the contract should be the laws of this country, where the contract was formed.

To this claim, the defendant claimed that the defendant claimed that the applicable law for this contract shall be Chinese law during the litigation in China; to this, the withdrawal plaintiff had not shown any objections to the defendant's petition. According to the civil procedure in China, it is considered that the withdrawal plaintiff has given consent to the claim. Also, the certificate created by the litigation attorney from the litigation in China (B 40) contains portions that are in accordance with the above claim.

However, the content of this contract is about granting permission of exclusive exploitation rights in the world except Japan, and the issues of the validity and binding effect of the contract were not limited to the defendant's licensing conducts in China. Also, as indicated in 2 (5) of 1 above, the withdrawal plaintiff instituted litigation in on May 18, 2006, after instituting litigation in China on September 30, 2005; the withdrawal plaintiff claimed that the applicable laws of this contract shall be the Japanese laws in the trial (argument of the statement).

Taking the above facts into account, in the actions of the withdrawal plaintiff and the defendant in the litigation in China as well as the handling of civil litigation system, the facts are that the withdrawal plaintiff did not actively protest setting the applicable law for this contract as the Chinese law for the claims within the litigation in China even if the facts claimed by the defendant were valid. It shall be said that with the above, it cannot be recognized that there was an agreement between the withdrawal plaintiff and the defendant in various aspects including the litigation in China to set the applicable law of the validity and effect of this contract as the Chinese law.

Therefore, the defendant's claim had no good cause.

(2) About the restitution of unjust enrichment

As indicated in 3 (5) of 2 above, the intervener claims that the right to demand restitution for unfair profits was generated before 2006, which is before January 1, 2007, which was before the implementation date of the Act on General Rules.

Therefore, Article 3(4) of Act on General Rules for applicable law states that the applicable law should be the local law where the incident has occurred; hence the location was where the defendant has attained his profit. The intervener claims that the defendant has given licenses to the licensors located in China and Thailand and had his clients send payments to Japan; therefore, the location where the defendant has gained his profit was in Japan and the applicable law should be Japanese laws.

3. Regarding Argument 3-1 (validity of the contract and its binding effect)

A. About the validity of the contract

The plaintiff, with the intervener, and the defendant have been disputing over the validity of the contract and its binding effect (the result of this contract); the defendant's claim was that the contract was a forged document, and therefore the contract was not binding, and also that there was no consensus from the company's board members in signing this contract.

However, by examinations of the evidences (A 4 and 6) and arguments, the court has acknowledged that (1) the defendant filed the litigation against the withdrawal plaintiff prior to this litigation in Tokyo, (2) the defendant made the same main claim in the Tokyo litigation that the contract was a forged document and there was no consensus by the board (also, the claim of the contract being void was added during the appeal hearing), and (3) the Tokyo District Court and the High Court have verified that the withdrawal plaintiff possesses the exclusive exploitation rights within the judgment text. In their explanations, the court stated that the contract was valid, according to evidences and depositions (B 16), and had binding effect. Also regarding the effects of this contract, the actual contract itself is binding in principle even if the representative director disposed of significant assets without the decision of the board; therefore the decision that this contract is valid was made. (4) The Tokyo Supreme Court dismissed the defendant's appeal against the Tokyo High Court's decision; hence the judgment has become final. The defendant stated some facts, to disprove the validity of the contract, which are the results from signature analysis which indicated that the signature was not of Noboru, inconsistencies in the content of the contract, the fact about the exclusive exploitation rights being already given to the third party prior to the forming of the contract, and the fact that the withdrawal plaintiff has never openly claimed his rights for the past 20 years. However, those exact statements were given by the defendant in the Tokyo litigation as well.

Considering all of the facts described above, the defendant's claims in the dispute for the validity of the contract and its binding effect are merely a repeat of the Tokyo litigation. According to the general practices of litigations, it is not permitted to make same claims to overturn the previous litigation's judgment.

(Refer to Supreme Court 1st Petty Bench, September 30, 1976 / Minshu Vol. 30, No. 8, page 799, Supreme Court 1st Petty Bench, March 24, 1977 / Saiban shu minji No. 120, page 299).

Therefore, based on evidences and arguments (A 2, A 4, A 6 and B 16) made by the parties, the court finds that the forming of the contract was legally binding.

B. Regarding the binding effect of the contract

The defendant claims that the contract was formed to be a security for the debt of 110,000 US dollars by Noboru or the defendant to the withdrawal plaintiff; since the withdrawal plaintiff has already collected the debt owed by the defendant from the withdrawal plaintiff's licensing business, the contract has been expired.

However, as recognized above, the defendant produced this written contract to legitimize this agreement, therefore the binding effect should be enforced according to the content of this contract. The content of the contract did not mention anything regarding the defendant's claim above. It is indicated within the contract that "I, Noboru Tsuburaya, declare the compensation for all motion videos and movies indicated in Article 1 has been received in full; I hereby sign and use the company seal as the representative of Tsuburaya Prod and Enterprises."; it was reasonable to interpret that the contract was written to replace the defendant's debt by granting the exclusive exploitation rights to the withdrawal plaintiff. Therefore, there are no reasonable grounds to the defendant's claim.

4. Regarding Argument 3-2 (the defendant's obligations based on the content of the contract)

A. About the original Ultraman character and the copyrighted works

The Tokyo High Court verified the withdrawal plaintiff's possession of the exclusive exploitation rights for the copyrighted works

in countries outside of Japan. Since the exploitation rights were given by written contract, the extent of the rights should be defined by the content of the contract.

By examining the content of the contract, it is indicated that “Tsuburaya Prod and Enterprises will give license to the withdrawal plaintiff through the contractual terms and contract conditions indicated below.” under the title of “licensing contract.” The copyrighted works from this case as well as 3 other movies were specified in Article 1, and it is indicated Article 2 the “exclusive rights in all countries excluding Japan from the day the first negative printing was created for an unspecified amount of time” as the “contract region and contract time.” In Article 3, it is stated that “all rights arising from this licensing contract includes and limited to the below” as the “scale of the license.” It is acknowledged that “distribution rights” (3.1), “copyrights” (3.3), and “copyrights of all models and characters used in the films listed in Article 1 with business purposes based on the original characters in all materials and forms” (3.7) are listed (A 2).

This written agreement gives a license to the withdrawal plaintiff for the exclusive exploitation of the movie film works specified in the 1st clause and includes the rights for manufacturing and marketing of character goods based on the original Ultraman and also prohibit the defendant from granting permissions to the third parties in countries outside of Japan for exploitation of the original Ultraman character and the copyrighted works.

The defendant claims that the contract gave the rights to the withdrawal plaintiff for forming licensing contracts as the master licensee and it did not disallow the defendant to give licenses to the third parties directly by himself. However, there was no entry in the contract regarding

this claim or any other evidence to support it; therefore the defendant's claim has no good cause.

B. Regarding the Ultraman movies produced and the new Ultraman characters created after the creation of the copyrighted works

The intervener claims that the exclusive exploitation rights given to the plaintiff, based on the contract, should include the right to create similar but altered Ultraman characters (derivative works) and exploit them commercially (Article 3, 3.2 and 3.3 of this contract). Although this right was not explicitly stated in the exploitation rights, since the withdrawal plaintiff owns the right to the copyrighted works and the classic Ultraman characters, it was the defendant's responsibility to refrain from giving exploitation right, of the similar characters, to the third parties.

However, (1) the intervener's interpretation of the rights was not applicable to the term "Production Right" stated in the contract and, under general interpretation of the copyright law, the term "adaptation" should have been used in the contract. (2) Clause No. 3 in the contract states that "those are the original characters used in the production of the film works described under clause No. 1" and the characters are clearly specified in the clause. For the Ultraman characters used in the derivative works, the contract did not provide any assumptions. Because of those facts, the court does acknowledge the intervener's claim. Furthermore, the right of adaptation was not included in the exclusive exploitation rights; therefore, the intervener does not have any influence over the defendant's actions of creating derivative works and exploiting them. Therefore, the intervener's claim does not have good cause.

5. Regarding Argument 4 (the occurrence of the defendant's nonfulfillment of obligation and unjust enrichment)

The content of defendant's obligation based on this contract is as indicated in 4 above. With the above interpretation, the validity of the defendant's nonfulfillment of obligation and unfair profits is examined.

(1) About the license contract (1)

A. The defendant's nonfulfillment of obligation

According to the evidence (A 7 1 and 2) and the arguments, the defendant has given the license of names, logos, symbols, trademarks, copyrights, related goods, illustrations and pictures of all characters in the films "Ultraman," "Ultra Seven," "Return of Ultraman," "Ultraman Ace," "Ultraman Taro," "Ultraman Leo," "The Ultraman," "Ultraman 80," "Ultraman Towards the Future," "Ultraman: The Ultimate Hero" and "Ultraman Tiga" towards Bandai on September 1, 1996, with the licensing term from this date until December 31, 1997 to be exploited in Korea, Hong Kong, Macao, Taiwan, Singapore, Malaysia, Philippines, Thailand, and Indonesia (license contract (1)); the above license has been renewed up to this date.

Out of the items applicable in the license contract (1), "Ultraman," "Ultra Seven," "Return of Ultraman," "Ultraman Ace," "Ultraman Taro" listed are the original Ultraman characters and the licensing contract has granted the rights to exploit them in countries outside of Japan such as Korea; therefore the defendant's conducts of forming the licensing contract (1) and updating licensing term period have violated his obligation.

B. Damage suffered by the withdrawal plaintiff

This contract has granted the rights to the withdrawal plaintiff for exclusive exploitation of the original Ultraman characters and copyrighted works; this contract also prohibits the defendant from granting the same rights, without the withdrawal plaintiff's consent, in countries

outside of Japan. Therefore, the court acknowledges that any party who wished to exploit the Ultraman characters and copyrighted works overseas had only one option available which was to form a licensing contract with the withdrawal plaintiff for the exploitation of the copyrighted works. According to the evidence and arguments presented (A 34), the withdrawal plaintiff was operating the licensing business through Chaiyo, regarding the Ultraman characters and Ultraman movies, in Thailand and China during the same time when the licensing contract (1) was being signed or updated.

Therefore, the court acknowledges that the withdrawal plaintiff has lost his business opportunity to procure licensing fees from Bandai because of the defendant's conduct of forming and updating the term period of license contract (1) with Bandai.

For the licensing fees for license contract (1) in the present case, the contract specifies 7% of wholesale price of the total sales (5.5% of the sales price in the case royalty of the retail price, in the Japanese domestic market, is already paid from the licensee to the licensor) (Article 2 (a)) and minimum guaranteed royalty of 4,500,000 yen for the license term indicated above (from September 1, 1996 to December 31, 1997) (Article 2 (d)) (A 7 1 and 2).

Even when the evidence presented to the court is closely examined, company's revenues could not be verified; therefore, the court acknowledges that the minimum guaranteed royalty indicated above is the license fee the defendant acquired through the license contract (1), in other words, the withdrawal plaintiff's damage amount. Because license contract (1) was renewed multiple times after this as indicated above, the licensing period for this contract is 16 months (from September 1, 1996 to December 31, 1997); therefore, there were 7 renewals conducted until May 18, 2006 (January 1, 1998, May 1, 1999,

September 1, 2000, January 1, 2002, May 1, 2003, September 1, 2004, and January 1, 2006). The total minimum guaranteed royalty was 36,000,000 (4,500,000 x 8) yen. Also, the court acknowledges that out of 11 Ultraman characters, as the subject of license contract (1), 5 of them were the original characters.

Therefore, 16,363,636 ($36,000,000 \times 5/11 = 16,363,636$ (yen), however, amount smaller than 1 yen is omitted.) yen is to be the withdrawal plaintiff's total damage amount based on the nonfulfillment of obligation in this contract.

C. Amount of unjust enrichment

The exclusive exploitation rights should be considered as "assets" under Article 703 of the civil procedure and should unauthorized party gains enrichment from the rights cause damages to the owner of the rights, the party should become liable for returning unjustly gained enrichment to the owner of the right. It was apparent that the defendant has gained profit and caused damage to the plaintiff, who possesses the exclusive exploitation rights, by the defendant's conduct of forming the license contract (1) to earn fees disregarding the original contract with the plaintiff. Furthermore, the defendant has continued to renew the contract license (1) multiple times without any legal cause, therefore his conduct should be considered malicious.

The court acknowledges that the withdrawal plaintiff has acquired claim rights for unjust enrichment, the equal amount to the damage amount above, against the defendant.

To this, the defendant claimed that the defendant was able to achieve the above profits through forming a license contract with a third party and that there is a legal cause. However, the profit that the defendant is claiming refers to the fact that they were able to avoid paying the amount equivalent to the licensing fees; it cannot be said that the defendant has no gain

now that they have given permission to exploit the original Ultraman characters, which are subject to the exclusive rights of this case, and there is no legal cause for the defendant to avoid paying the amount equivalent to the licensing fees towards the withdrawal plaintiff.

(2) Regarding the license contracts (2) to (8)

There is no dispute among the involved parties regarding the existence of license contracts (2) to (8).

However, the Ultraman characters subjects of the license in these contracts (“Ultraman Tiga,” “Ultraman Dyna,” “Ultraman Gaia,” “Ultraman Cosmos,” “Ultraman Zearth 1,” and “Ultraman Zearth 2”) are all new Ultraman characters.

Therefore, the defendant’s conduct of forming the license regarding the subjects above will not be acknowledged as nonfulfillment of contractual obligation.

(3) Regarding the license contracts (9) to (17)

The intervener claims that the defendant has given licenses to foreign corporations such as companies in Thailand for the production of Ultraman character goods, exploitation and the rights to give sub-licenses in Thailand (licensing contract (9) to (11)) and also for production of Ultraman film TV programs and home videos, exploitation and the rights to give sub-licenses (licensing contracts (12 to (17))). The term for these licenses were one year (contract licenses (9), (10), (12), and (14)) to three years (contract licenses (11), (15), and (17)).

Furthermore, according to evidence presented (A 25, 26), the defendant has published his company statements indicated below (announcements in regards to the company in Thailand) in newspapers published in Thailand dated September 30, 1997 and dated (July 20, 2000).

The content of the announcement was “the company gives a notification to

the public that the corporations listed below have the rights for the production of Ultraman character goods, exploitation and the rights to give sub-licenses in Thailand.

For the character goods; Bandai, Lunar International Ltd., Placo Product Ltd., Dolda Industrial Ltd. (Also, the companies within the announcement in 2000 indicated Bandai and Dolda Industrial Ltd. Only.)

For television programs and home videos; Video Square Ltd., Runshirowanitto Ltd., Unicorn Television Sales, Southern International Ltd., Media Link International, Light Picture Ltd., and Light International Ltd.” (Also, in the announcement in 2000 only the companies Video Square Ltd. and Runshirowanitto Ltd. are indicated)

For television programs and home videos licensed from the defendant: Light Picture and Light International

The court recognizes that there were the original Ultraman characters, the new Ultraman characters, and also some other newly created characters between the years 1997 to 2000 when the above announcements were published (see the attached list (2)). It was not possible for the court to make clear distinctions on which type of Ultraman characters were the subjects of licenses only from the evidences presented to the court. Also, no specific content (license term, license fees, etc.) of the license contract formed between the defendant and the above companies was indicated in

the announcement indicated above; no other accurate evidence sufficient to recognize the above contract content is available.

Therefore, there is no clear evidence to acknowledge how much damage or loss the withdrawal plaintiff has suffered through forming these contracts, such as the items in which the defendant denies the existence of the license contracts (license contracts (11), (13), (16), and (17)), or the items with which the defendant acknowledges that the copyright materials or original Ultraman characters are used in the forming of the contract or are subject to the license (license contracts (9), (10), (12), (14), and (15)).

Therefore, the intervenor's claim, regarding the license contracts (9) to (17), has no good cause.

(4) Regarding the license contracts (18) to (20)

The intervenor claims that the defendant has given licensing authority of Ultraman works to his subsidiary company Shanghai Tsuburaya and ordered the company to give license to Shanghai Audio Visual Publishing, Guangzhou Book Store Company, and Dolphin Publishing for production of Ultraman character goods and marketing of goods, hence the withdrawal plaintiff has suffered damage which was equivalent to the licensing fees of the license contracts (18) to (20). Furthermore, according to evidence (A 8, 9, 28 to 32) and arguments, Shanghai Tsuburaya has given license to Shanghai Audio Visual Publishing for reproduction of VCDs and video cassettes and marketing of products regarding "Return of Ultraman" on April 17, 1998, "Ultraman Ace" on October 8, 1998 and "Ultraman" on July 28, 1999 in the Chinese market; they also gave license to Dolphin Publishing for the right to sell "Ultraman" books in China.

However, although Shanghai Tsuburaya was the defendant's subsidiary company, it was a separate corporation; therefore the court does not

acknowledge that there was an occurrence of nonfulfillment of obligation or unjust enrichment by the defendant.

Additionally, even if the licensing contract was formed by the will of the defendant, the parent company of Shanghai Tsuburaya, evidence to support these claims was insufficient regarding the signing date, term period, or licensing fees.

Also, the license contract between Shanghai Tsuburaya and Shanghai Audio Visual Publishing was formed in either 1998 or 1999 as indicated above; therefore, the right to claim damages or losses which occurred before May 18, 2001 is applicable to commercial extinctive prescription as indicated in (7) below.

Therefore, the intervener's claim in relation to license contracts (18) to (20) did not have a good cause.

(5) Regarding the circumstance with the judgment of Thai Supreme Court

As explained above, the court has acknowledged that the defendant has caused the damage and loss of 16,363,636 yen to the withdrawal plaintiff resulting from the breach of contract by forming and renewing the licensing contract (1) with Bandai and receiving licensing fees from them.

The defendant claims that the judgment of Thai Supreme Court has invalidated the withdrawal plaintiff's possession of the exploitation rights of Ultraman character and Ultraman film works, based on the copyright contract formed with the plaintiff, and the withdrawal plaintiff has been banned from making any claims based on this this contract. Therefore, the withdrawal plaintiff has never had the opportunity, in the past or in the future, to make profit by giving licenses to the third parties regarding the Ultraman film works in Thailand (Also, as indicated in 1 A above, Thailand is included in the applicable regions for license contract (1).).

However, the judgment of Thai Supreme Court was reached based on the supposition that the contract document was a forgery hence the contract was invalid. This court decision contradicts with the acknowledgment

made by this court and the judgment of the Tokyo High Court, which is the final judgment for this case within our country. Considering the acknowledgments of this court regarding the content of the contract and the legitimacy of the contract, there was no illegality to the withdrawal plaintiff's business activities to grant licenses of the original Ultraman characters and the copyrighted works to the third parties in the country of Thailand; if this is the case, the courts shall recognize that the withdrawal plaintiff lost the licensing opportunities indicated above due to the forming of license contract (1) by the defendant.

Therefore, the defendant's claim has no good cause.

(6) Regarding the argument of abusing the rights

The defendant claims that the purpose of the formation of this contract was to be a security for Noboru and the defendant's obligation to repay the debt towards the plaintiff; considering the fact that the debt is repaid and the circumstance where the judgment by Thai Supreme Court exists, the defendant's claim for damages and restitution of unjust enrichment are inconsequential and should be considered as an abuse of the justice system.

However, the fact that the court dismissed the defendant's claim of the contract being the security for Noboru and the defendant's debt was recognized in 3 B above. Also, the existence of the judgment from the Thai court did not prove that the defendant's claims for damages and restitution of unjust enrichment were misuse of the justice system.

6. Regarding argument 5 (the validity of the withdrawal plaintiff's transfer of his rights, claim rights for damages and restitution of unjust enrichment, to the intervener)

(1) Regarding the transfer of rights

According to the evidence presented to the court (C 1-1, 2, C 2-1, 2, C 5, 6, and 13) and arguments by both parties, (a) on December 24, 2008, the withdrawal plaintiff agreed to transfer his exclusive exploitation rights to the intervener and to allow him to operate businesses based on the exclusive exploitation rights, (b) on February 9, 2009, the withdrawal plaintiff transferred his claim rights for damages which includes 5 (1)A to the intervener

and sent a notification letter to the defendant in this regard, (c) it has been recognized that the withdrawal plaintiff transferred the claim rights for restitution of unjust enrichment caused by the nonfulfillment of obligation, including the right to claim damages and loss from 5 (1)C above to the intervener no later than June 22, 2009 (creation date of claim modification petition) and a notification was sent to the defendant. There was no evidence to question the occurrence of those facts.

Against these facts, the defendant claims that the withdrawal plaintiff has already transferred the entirety of his rights to Perasit by March of 2007; the defendant also claims that even if the transactions had occurred between the withdrawal plaintiff and the intervener, the intervener has received those rights from the plaintiff, who did not own those rights in actuality, therefore the transactions were invalid.

However, even if those rights were already transferred to Perasit before the rights of (1) to (3) indicated above were transferred, the notification of transfer was not sent from the withdrawal plaintiff to the defendant in this case. Even if the withdrawal plaintiff transferred these rights to the intervener twice, this transfer of course would not become invalid; therefore, the defendant claim had no good cause.

(2) Regarding the effect of the rights transfer

The defendant claims that this transfer of the claim rights was carried out by the withdrawal plaintiff and the intervener to circumvent the obligations imposed by the judgment of Thai court. There was no agreement reached for the value in the transfer of rights when the purpose and intervener were established and the transfer was made. Considering the joining of the plaintiff's son and the possible violation of the Thai penal code and forming of international organized crime, the transfer of the rights was a display of conspired false fact and a conduct which violates public order, therefore should not be recognized.

The defendant claims that the transfer of rights was an entrusting action, with the main purpose of making the intervener conduct litigious action, which violates Article 10 the of the trust law. The intervener received the rights for the purpose of exercising the withdrawal plaintiff's rights by means of litigations; this conduct violates Article 73 of the Lawyer Act therefore it must be invalidated.

Certainly, the conduct by the withdrawal plaintiff leading up to the transfer of rights has an appearance of the withdrawal plaintiff's intent to evade his responsibility to abide by the judgment of Thai court; these include the establishment of an intervener in Japan a few months after the judgment of the Supreme Court in Thailand, the transfer of exclusive usage rights and the right to claim damages and loss based on this contract in which the claim of rights by the withdrawal plaintiff was prohibited through the same judgment, as well as the fact that the intervener has independently participated in the event right after the transfer.

However, as indicated in 5 (5) above, the decision made by the Thai court contradicts the decision made by the Japanese court, and according to the judgment of the Japanese court the withdrawal plaintiff's action had no illegality. Therefore, the withdrawal plaintiff's conduct has not disturbed the public order this country.

Also, according to the evidence listed in (1) above, it was recognized that the transfer of rights did not involve the exchange of money or any equivalent value from the intervener to the plaintiff. However, the intervener and the withdrawal plaintiff explain this point that the agreement was made that an appropriate ratio shall be paid from the business income to the withdrawal plaintiff only when the intervener's business was able to generate any profit, because there was no certainty about prosperity of the business, based on the exclusive exploitation rights, at the time of the transfer. Also, as recognized above, the withdrawal plaintiff and the defendant have been disputing over the validity of the contract for the past many years and the Thai court and the

Japanese court had different conclusions in their judgments regarding this issue, and the situation made it difficult to foresee the conclusion of this dispute. Considering those circumstances, the intervener's argument that the agreement was made for the non-exchange of money or any equivalent value for the transfer of rights and allowed the intervener to operate businesses based on the transferred exploitation rights, was not particularly unusual.

The court did not recognize that the transfer of the rights was a display of false facts or it has violated the public order of this country. Also, this does not violate the public policy either.

In addition, the court did not acknowledge that the rights transfer was conducted for the purpose of having the intervener bring legal action on behalf of the withdrawal plaintiff or the intervener's intention was to receive someone else's rights and practice such rights by means of legal action or any other methods. This transfer of rights does not violate Trust Law Article 10 or the Lawyers Act article 73.

Therefore, the defendant's claim that the transfer of the rights was invalid is without grounds.

7. Regarding argument 6 (the existence of short term extinctive prescription on the contract)

(1) About the claim for damages based on nonfulfillment of obligation

The defendant declared on June 26, 2009 during the 25th court hearing that he will exercise his rights for commercial extinctive prescription on the compensation of damages which has occurred more than 5 years prior to the withdrawal plaintiff's filing of the litigation on May 18 2006, which is May 17, 2001.

The liability for compensation of damages, based on nonfulfillment of obligation in the agreement, could be considered as a liability resulted from nonfulfillment of contractual agreement, therefore, if the copyright contract bears characteristics of commercial contract, the damage claim could be considered as a liability resulting from commercial activities (Commercial Law Article 514). Supreme Court 1st Petty Bench, May 25, 1972 / Saiban shu minji No. 106, page 153.).

Consequently, the claim rights for damages in this case was caused by undesired business conducts and therefore the damage claims occurred between May 17, 1996 and May 17, 2001 (forming of license contract (1) and right to claim damages and loss due to the renewal of this contract up to May 17, 2001) should be liable to being affected by short term

extinctive prescription.

On the other hand, the intervener claims that the defendant's conduct of nonfulfillment of obligation was an abomination and the defendant's claim, regarding extinctive prescription, violates the principle of good faith and should be recognized as an abuse of rights.

However, the defendant's conduct of forming license contract (1) was not an abomination beyond a socially acceptable level, and the claiming applicability of short term extinctive prescription did not bear an abuse of rights. Therefore, intervener's claim was not reasonable to the court.

(2) Regarding the claim for restitution of unjust enrichment

The defendant has expressed his intention on April 20, 2010 at the 31st court hearing to apply extinctive prescription to the withdrawal plaintiff's claim for restitution of unjust enrichment.

However, the claim rights must be a result of misconducted business activity or something of this kind according to Article 522 of the Commercial Law Regarding Extinctive Prescription. Although, the claim for restitution of unjust enrichment in this case was a result of business activity relating to the restitution of licensing fees earned by the defendant from license contract (1), the court's view on this issue was that the withdrawal plaintiff's claim rights were rights resulting from an interpretation of the civil procedure and reasonable cause is lacking in consideration of the need for expedient conclusion of commercial transactions, therefore it should not be considered as claim rights resulting from business deals.

The time period of extinctive prescription in this case should be 10 years as a general claim right under civil procedure, in accordance with Article 167-1 of the Civil Code. (Refer to Supreme Court 1st Petty Bench, January 24, 1980 / Minshu Vol. 34, No. 1, page 61.). There are no grounds to the defendant's claim.

- (3) The relationship between the claim for compensation of damages and restitution of unjust enrichment

In this case, the intervener has been demanding the compensation of damages and restitution of unjust enrichment selectively to the court. As explained in the previous section (1), the extinctive prescription would be applied to the claim for compensation of damages occurring before May 17 2001; therefore the monetary amount based on restitution of unjust enrichment is greater than the monetary amount based on the compensation of damages, so that the monetary amount based on restitution of unjust enrichment should be recognized.

8. In conclusion, the court acknowledges that the defendant owes the intervener the amount of 16363636 yen, based on the restitution of unjust enrichment, plus accumulated interest of 5% per year, based on Article 704 of Civil Code, between the date of May 26, 2006 and the date of the payment.
9. The intervener's claim, to the extent of the main sentence No. 1, has enough cause to be recognized, however the rest of the claims have no good cause to be recognized and are therefore dismissed. The court renders judgment as written in the Main Sentence.
10. Tokyo District Court Civil Division No. 47

Presiding Judge / Judge: Masayuki Abe

Judge: Yu Yamato

Judge: Sumiko Maseki

[Attachment]

List No. 1

TSUBURAYA ENTERPRISE CO., LTD.

9F SHIN-AKASAKA BLDG. 2-2-5, ROPPONGI, MINATO-KU,
TOKYO, JAPAN.
TEL. 565-0120

LICENSE GRANTING AGREEMENT

This Agreement is concluded on the 4th day of March 1976 by Tsuburaya prod. and Enterprise Co., Ltd. of 2-2-5 Roppongi, Minato-ku, Tokyo, JAPAN, to grant licenses concerning the following articles, terms and conditions to Mr. Sompote Saengduenchai, President of Chaiyo Film Co., Ltd. of 71/1 Soi Aree, Phaholyothin Rd. Bangkok, THAILAND:

Article 1 Motion Picture or Film Entitled:

- 1.1 GIANT VS. JAMBO 'A' (ref Contract dd. 14.10.1974, Hu Long Film Co., Ltd. Taiwan)
- 1.2 HARUMAN AND THE SEVEN ULTRAMAN (ref. Contract dd. 19.2.1975, Southern Co., Ltd., Hong Kong)
- 1.3 ULTRAMAN 1 "ULTRA Q" (28 X 30 Min)
- 1.4 ULTRAMAN 2 (39 X 30 Min)
- 1.5 ULTRAMAN SEVEN (50 X 30 Min)
- 1.6 RETURN ULTRAMAN (51 X 30 Min)
- 1.7 ULTRAMAN ACE (51 X 30 Min)
- 1.8 ULTRAMAN TARO (54 X 30 Min)
- 1.9 JAMBORG ACE (50 X 30 Min)

Article 2 Territory and Term of License:

Exclusive rights to all territories except Japan for indefinite period from the date of production of the first negative print.

Article 3 Scope of License:

All rights engendered by this License Granting Agreement shall define and include:

- 3.1 Distributing Right.
- 3.2 Production Right.
- 3.3 Reproduction Right.
- 3.4 Copyright.
- 3.5 Trademark.
- 3.6 Broadcasting through any mass media such as Radio, Television, etc. and the right to advertise in any newspaper.
- 3.7 Reproduction of all models and characters used in the production of the films mentioned in article 1 under the original character by any material and in any form for commercial purposes.
- 3.8 Transfer the rights mentioned above to the third person.

I, Noboru Tsuburaya, declare by this Agreement that the amount in full has already been received for the license of all and every motion picture or film mentioned in article 1, therefore sign and affix the Company Seal representing Tsuburaya prod. and Enterprise Co., Ltd.

NOBORU TSUBURAYA

PRESIDENT



ADVERTIZING
DISTRIBUTION OF FILMS (TV & MOVIE)

-61-

Signature

[Translation]

TSUBURAYA ENTERPRISE CO.,LTD.

9F SHIN-AKASAKA BLDG. 2-2-5, ROPPONGI, MINATO-KU,
TOKYO, JAPAN.
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NOBORU TSUBURAYA
PRESIDENT



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ADVERTIZING
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(Attachment)

Supplemental document #2

Following TV show episodes

1. TV show episodes with the following titles under “ULTRA Q” Series.

Title	Writer	Producer	Special effects director
1. Kill Gomes!	Kitao Sensoku	Hajime Tsuburaya	Hajime Koizumi
2. Goro vs. GORO	Tetsuo Kinjyo	Hajime Tsuburaya	Sadamasa Arikawa
3. Present from the universe	Tetsuo Kinjyo	Hajime Tsuburaya	Keiji Kawakami
4. Mammoth flower	Tetsuo Kinjyo Koji Kajita	Koji Kajita	Keiji Kawakami
5. Peguila has come!	Masahiro Yamada	Samaji Nonagase	Keiji Kawakami
6. Raise! Turtle	Masahiro Yamada	Harunosuke Nakagawa	Hajime Koizumi
7. SOS Mt. Fuji	Tetsuo Kinjyo Kitao Sensoku	Toshihiro Iijima	Toru Matoba

8. Fear of the sweet nectar	Tetsuo Kinjyo	Koji Kajita	Keiji Kawakami
9. Spider baron	Tetsuo Kinjyo	Hajime Tsuburaya	Hajime Koizumi
10. Underground super express going west	Hiroyasu Yamaura Kitao Sensoku	Toshihiro Iijima	Toru Matoba
11. Gbarnga	Kunio Torami	Samaji Nonagase	Keiji Kawakami
12. I saw a bird	Masahiro Yamada	Harunosuke Nakagawa	Keiji Kawakami
13. Garadama	Tetsuo Kinjyo	Hajime Tsuburaya	Toru Matoba
14. Tokyo ice age	Masahiro Yamada	Samaji Nonagase	Keiji Kawakami
15. Cocoon of Kanegon	Masahiro Yamada	Harunosuke Nakagawa	Toru Matoba
16. Counterattack of Garamond	Tetsuo Kinjyo	Samaji Nonagase	Keiji Kawakami
17. 1/8 project	Tetsuo Kinjyo	Hajime Tsuburaya	Sadamasa Arikawa
18. Rainbow's egg	Masahiro Yamada	Toshihiro Iijima	Sadamasa Arikawa

19. Challenge of the year 2020	Tetsuo Kinjyo Kitao Sensoku	Toshihiro Iijima	Sadamasa Arikawa
20. Seabed primitive man Lagon	Hiroyasu Yamaura Samaji Nonagase	Samaji Nonagase	Toru Matoba
21. Space command M774	Shozou Uehara	Kazuho Mitsuta	Toru Matoba
22. Transform	Kyoko Kitazawa	Koji Kajita	Keiji Kawakami
23. Anger of the south sea	Tetsuo Kinjyo	Samaji Nonagase	Toru Matoba
24. Statue of Goga	Shozou Uehara	Samaji Nonagase	Toru Matoba
25. Devil child	Kyoko Kitazawa	Koji Kajita	Keiji Kawakami
26. Blazing glory	Kitao Sensoku	Kazuho Mitsuta	Toru Matoba
27. Flight 206 disappears	Tetsuo Kinjyo Hiroyasu Yamaura	Koji Kajita	Keiji Kawakami
28. Please open!	Mieko Osanai	Hajime Tsuburaya	Keiji Kawakami

2. TV show episodes with the following titles under “ULTRAMAN” Series.

Title	Writer	Producer	Special effects director
1. Ultra-strategy No. 1	Tetsuo Kinjyo Shinichi Sekizawa	Hajime Tsuburaya	Koichi Takano
2. Shoot the invader	Kitao Senzoku	Toshihiro Iijima	Toru Matoba
3. Science Special Search Party, sortie	Masahiro Yamada	Toshihiro Iijima	Toru Matoba
4. Five seconds to large explosion	Ryu Minamikawa	Samaji Nonagase	Koichi Takano
5. The secret of Miroganda	Keisuke Fujikawa	Toshihiro Iijima	Toru Matoba
6. Coast guard command	Masahiro Yamada	Samaji Nonagase	Koichi Takano
7. Blue stone of Barrage	Tetsuo Kinjyo Ryu Minamikawa	Samaji Nonagase	Koichi Takano
8. Lawless area of the monster	Tetsuo Kinjyo Shozo Uehara	Hajime Tsuburaya	Koichi Takano
9. Lightning speed strategy	Masahiro Yamada	Samaji Nonagase	Koichi Takano
10. The mystery of dinosaur base	Tetsuo Kinjyo	Kazuho Mitsuta	Koichi Takano

11. Rowdy came from universe	Tatsuo Miyata	Kazuho Mitsuta	Koichi Takano
12. Call out of mummy	Keisuke Fujikawa	Hajime Tsuburaya	Koichi Takano
13. Oil SOS	Tetsuo Kinjyo	Hajime Tsuburaya	Koichi Takano
14. Pearl defense command	Mamoru Sasaki	Akio Jissouji	Koichi Takano
15. Cosmic rays of dinosaur	Mamoru Sasaki	Akio Jissouji	Koichi Takano
16. Science Special Search Party going to universe	Kitao Senzoku	Toshihiro Iijima	Koichi Takano
17. Passport to unlimited	Keisuke Fujikawa	Toshihiro Iijima	Koichi Takano
18. Brothers came from the planet	Tetsuo Kinjyo Ryu Minamikawa	Samaji Nonagase	Koichi Takano
19. Nightmare again	Masahiro Yamada Ryu Minamikawa	Samaji Nonagase	Koichi Takano
20. Horror route 87	Tetsuo Kinjyo	Yuzo Higuchi	Koichi Takano
21. Breakthrough the plume	Taro Kaido	Yuzo Higuchi	Koichi Takano

22. The ground sabotage	Mamoru Sasaki	Akio Jissouji	Koichi Takano
23. Home planet is earth	Mamoru Sasaki	Akio Jissouji	Koichi Takano
24. Seabed science base	Keisuke Fujikawa	Toshihiro Iijima	Koichi Takano
25. Monster comet Tsuifon	Bunzo Wakatsuki	Toshihiro Iijima	Koichi Takano
26. Monster your highness (1)	Tetsuo Kinjyo Bunzo Wakatsuki	Hajime Tsuburaya	Koichi Takano
27. Monster your highness (2)	Tetsuo Kinjyo Bunzo Wakatsuki	Hajime Tsuburaya	Koichi Takano
28. Human specimen 5.6	Masahiro Yamada	Samaji Nonagase	Koichi Takano
29. Challenge to underground	Tetsuo Kinjyo Ryu Minamikawa	Samaji Nonagase	Koichi Takano
30. The phantasm snow mountain	Tetsuo Kinjyo	Yuzo Higuchi	Koichi Takano
31. Who came	Taro Kaido	Yuzo Higuchi	Koichi Takano

32. Never-ending counterattack	Keisuke Fujikawa	Toshitsugu Suzuki	Koichi Takano
33. Forbidden word	Tetsuo Kinjyo	Toshitsugu Suzuki	Koichi Takano
34. Present from the sky	Mamoru Sasaki	Akio Jissouji	Koichi Takano
35. Monster graveyard	Mamoru Sasaki	Akio Jissouji	Koichi Takano
36. Don't shoot! Arashi	Masahiro Yamada	Kazuho Mitsuta	Koichi Takano
37. Little hero	Tetsuo Kinjyo	Kazuho Mitsuta	Sadamasa Arikawa
38. Spacecraft rescue command	Shozo Uehara	Hajime Tsuburaya	Sadamasa Arikawa
39. Good-bye ULTRAMAN	Tetsuo Kinjyo	Hajime Tsuburaya	Koichi Takano

3. TV show episodes with the following titles under "ULTRA SEVEN" Series.

Title	Writer	Producer	Special effects director
1. Invisible challenger	Tetsuo Kinjyo	Hajime Tsuburaya	Koichi Takano
2. Fear of the green	Tetsuo Kinjyo	Samaji Nonagase	Koichi Takano

3. The secret of the lake	Tetsuo Kinjyo	Samaji Nonagase	Koichi Takano
4. The ship MAX, respond	Tetsuo Kinjyo Masahiro Yamada	Kazuho Mitsuta	Sadamasa Arikawa
5. Erased time	Akihiko Sugano	Hajime Tsuburaya	Koichi Takano
6. Dark Zone	Bunzo Wakatsuki	Kazuho Mitsuta	Sadamasa Arikawa
7. Space prisoner 303	Tetsuo Kinjyo	Toshitsugu Suzuki	Toru Matoba
8. The town it is aimed	Tetsuo Kinjyo	Akio Jissouji	Jyun Oki
9. Command Android Zero	Shozo Uehara	Kazuho Mitsuta	Toru Matoba
10. Suspicious neighbor	Bunzo Wakatsuki	Toshitsugu Suzuki	Toru Matoba
11. Fly to the devil mountain	Tetsuo Kinjyo	Kazuho Mitsuta	Toru Matoba
12. With great love from the planet	Mamoru Sasaki	Akio Jissouji	Jyun Oki
13. The man came from V3	Shinichi Ichikawa	Toshitsugu Suzuki	Koichi Takano

14. Ultra-guard to the west (1)	Tetsuo Kinjyo	Kazuho Mitsuta	Koichi Takano
15. Ultra-guard to the west (2)	Tetsuo Kinjyo	Kazuho Mitsuta	Koichi Takano
16. Growing eye in the darkness	Keisuke Fujikawa	Toshitsugu Suzuki	Koichi Takano
17. Underground GO! GO! GO!	Shozo Uehara	Hajime Tsuburaya	Jyun Oki
18. Escape from space X	Tetsuo Kinjyo	Hajime Tsuburaya	Jyun Oki
19. Project Blue	Ryu Minamikawa	Samaji Nonagase	Toru Matoba
20. Beat the earthquake source X	Bunzo Wakatsuki	Samaji Nonagase	Toru Matoba
21. Chase the underground base	Onisuke Akai	Toshitsugu Suzuki	Jyun Oki
22. Human pasture	Hiroyasu Yamaura	Toshitsugu Suzuki	Jyun Oki
23. Find tomorrow	Ryu Minamikawa Shozo Uehara	Samaji Nonagase	Toru Matoba
24. Go back to north!	Shinichi Ichikawa	Kazuho Mitsuta	Koichi Takano

25. Confront of 140 degrees below zero	Tetsuo Kinjyo	Kazuho Mitsuta	Koichi Takano
26. Superweapon R1	Bunzo Wakatsuki	Toshitsugu Suzuki	Toru Matoba
27. Cyborg strategy	Keisuke Fujikawa	Toshitsugu Suzuki	Toru Matoba
28. Run 700 km swiftly!	Shozo Uehara	Kazuho Mitsuta	Koichi Takano
29. Alone earthling	Shinichi Ichikawa	Kazuho Mitsuta	Koichi Takano
30. Glory is for whom	Keisuke Fujikawa	Toshitsugu Suzuki	Toru Matoba
31. Flower the devil live	Shozo Uehara	Toshitsugu Suzuki	Toru Matoba
32. Deadly 0.1 second	Hiroyasu Yamaura	Samaji Nonagase	Koichi Takano
33. Walking planet	Masahiro Yamada Shozo Uehara	Samaji Nonagase	Koichi Takano
34. Invading dead	Shozo Uehara	Hajime Tsuburaya	Koichi Takano
35. Evaporated city	Tetsuo Kinjyo	Hajime Tsuburaya	Koichi Takano

36. Horror of the moon world	Shinichi Ichikawa	Toshitsugu Suzuki	Koichi Takano
37. The stolen Ultra Eye	Shinichi Ichikawa	Toshitsugu Suzuki	Koichi Takano
38. Brave battle	Mamoru Sasaki	Toshihiro Iijima	Koichi Takano
39. Seven assassination plan (1)	Keisuke Fujikawa	Toshihiro Iijima	Koichi Takano
40. Seven assassination plan (2)	Keisuke Fujikawa	Toshihiro Iijima	Koichi Takano
41. Challenge from underwater	Bunzo Wakatsuki	Kazuho Mitsuta	Koichi Takano
42. Messenger from Nonmalt	Tetsuo Kinjyo	Kazuho Mitsuta	Koichi Takano
43. Nightmare of fourth planet	Takashi Kawasaki Shozo Uehara	Akio Jissouji	Koichi Takano
44. UFO came	Takashi Kawasaki Shozo Uehara	Akio Jissouji	Koichi Takano
45. Horror of super ape man	Shozo Uehara Shinichi Ichikawa	Toshitsugu Suzuki	Jyun Oki

46. Duel of Dan vs. Seven	Shozo Uehara Shinichi Ichikawa	Toshitsugu Suzuki	Jyun Oki
47. Who are you?	Shozo Uehara	Tatsumi Ando	Toru Matoba
48. Aggression largest ever (1)	Tetsuo Kinjyo	Kazuho Mitsuta	Koichi Takano
49. Aggression largest ever (2)	Tetsuo Kinjyo	Kazuho Mitsuta	Koichi Takano

4. TV show episodes with the following titles under “ULTRAMAN returns” Series.

Title	Writer	Producer	Special effects director
1. All monster attack	Shozo Uehara	Ishiro Honda	Koichi Takano
2. Large strikes back of TakCong	Shozo Uehara	Ishiro Honda	Koichi Takano
3. Horror of monster haunts	Shozo Uehara	Masanori Kakehi	Koichi Takano
4. Deadly! Meteor kick	Shozo Uehara	Masanori Kakehi	Koichi Takano
5. Two top monsters attacking Tokyo	Shozo Uehara	Yoshiharu Tomita	Koichi Takano
6. Decisive battle! Monster vs. Matt	Shozo Uehara	Yoshiharu Tomita	Koichi Takano

7. Monster rainbow strategy	Shozo Uehara	Ishiro Honda	Koichi Takano
8. Time bomb monster	Shigemitsu Taguchi	Masanori Kakehi	Koichi Takano
9. Monster island SOS	Masaru Igami	Ishiro Honda	Koichi Takano
10. Command blast dinosaur	Shozo Uehara	Masanori Kakehi	Koichi Takano
11. Poison gas monster appear	Tetsuo Kinjyo	Noboru Kaji	Koichi Takano
12. Revenge of the Sugaron	Shozo Uehara	Noboru Kaji	Koichi Takano
13. Horror of the Tsunami monster. Tokyo is in huge critical situation!	Shozo Uehara	Yoshiharu Tomita	Kazuo Sagawa
14. Horror of two top monsters. Tokyo tornado	Shozo Uehara	Yoshiharu Tomita	Kazuo Sagawa
15. Revenge of the monster boy	Shigemitsu Taguchi	Eizo Yamagiwa	Koichi Takano
16. The secret of monster bird Terochirusu	Shozo Uehara	Eizo Yamagiwa	Koichi Takano
17. Tokyo bombing by monster bird Terochirusu	Shozo Uehara	Eizo Yamagiwa	Koichi Takano
18. ULTRA SEVEN is here!	Shinichi Ichikawa	Noboru Kaji	Kazuo Sagawa

19. Invisible big monster came from the universe	Shozo Uehara	Noboru Kaji	Kazuo Sagawa
20. Moster is the shooting star in the universe	Toshiro Ishido	Masanori Kakehi	Koichi Takano
21. Monster channel	Shinichi Ichikawa	Masanori Kakehi	Koichi Takano
22. I will kill this monster	Shinichi Ichikawa	Eizo Yamagiwa	Kazuo Sagawa
23. Brush the dark monster planet	Toshiro Ishido	Eizo Yamagiwa	Kazuo Sagawa
24. Shivering! The birth of mansion monster	Shozo Uehara	Yoshiharu Tomita	Jyun Oki
25. Leaving the home planet earth	Shinichi Ichikawa	Yoshiharu Tomita	Jyun Oki
26. Mystery! Murder beetle incident	Shozo Uehara	Masanori Kakehi	Koichi Takano
27. Go to hell by this one shot!	Shinichi Ichikawa	Masanori Kakehi	Koichi Takano
28. Ultra-special attack great strategy	Akio Jissouji	Eizo Yamagiwa	Kazuo Sagawa
29. Jiro riding the monster	Shigemitsu Taguchi	Eizo Yamagiwa	Kazuo Sagawa
30. Bone god Ocstar's curse	Toshiro Ishido	Tadashi Mafune	Koichi Takano

31. Between the devil and angel	Shinichi Ichikawa	Tadashi Mafune	Koichi Takano
32. Duel of the sun set	Kitao Sensoku	Jyun Oki	Jyun Oki
33. Monster trainer and a boy	Shozo Uehara	Shohei Tojyo	Jyun Oki
34. Unforgiven life	Toshiro Ishido (Shinichiro Kobayashi)	Eizo Yamagiwa	Kazuo Sagawa
35. Inhumanely! Lighting monster Prisma	Shin Kishida	Eizo Yamagiwa	Kazuo Sagawa
36. Rout out the night	Toshiro Ishido	Masanori Kakehi	Kazuo Sagawa
37. ULTRAMAN die in the sun set	Shozo Uehara	Yoshiharu Tomita	Jyun Oki
38. The planet of Ultra. Time to shine	Shozo Uehara	Yoshiharu Tomita	Jyun Oki
39. Ghost story in midwinter Yeti in the 20 th century	Shigemitsu Taguchi	Masanori Kakehi	Yoichi Manoda
40. Ghost story in midwinter The phantasm snow fairy	Toshiro Ishido	Masanori Kakehi	Yoichi Manoda

41. Revenge of alien Baltan Jr.	Shukei Nagasaka	Takaharu Saeki	Kazuo Sagawa
42. Monster standing on Fuji	Toshiro Ishido	Takaharu Saeki	Kazuo Sagawa
43. Howling to evil spirit moon	Toshiro Ishido	Masanori Kakehi	Yoichi Manoda
44. Starry sky with love	Shigemitsu Taguchi	Masanori Kakehi	Yoichi Manoda
45. Assassinate Hideki Go	Masao Saito	Noboru Kaji	Kazuo Sagawa
46. In this one shot with anger	Shigemitsu Taguchi	Masanori Kakehi	Kazuo Sagawa
47. Aimed woman	Toshiro Ishido	Takaharu Saeki	Yoichi Manoda
48. I am taking the earth!	Mieko Osanai	Takaharu Saeki	Yoichi Manoda
49. Space warrior, his name is MAT	Masaru Igami	Shue Matsubayashi	Yoichi Manoda
50. Invitation from hell	Masao Saito	Shue Matsubayashi	Yoichi Manoda
51. Five vows of Ultra	Shozo Uehara	Ishiro Honda	Yoichi Manoda

5. TV show episodes with the following titles under “ULTRAMAN A (Ace)” Series.

Title	Writer	Producer	Special effects director
1. Shine! Ultra-five brothers	Shinichi Ichikawa	Masanori Kakehi Kazuho Mitsuta	Kazuo Sagawa
2. Go beyond the big monster	Shozo Uehara	Masanori Kakehi Kazuho Mitsuta	Kazuo Sagawa
3. Blaze! Super monster hell	Shigemitsu Taguchi	Eizo Yamagiwa	Kazuo Sagawa
4. Appearance of three hundred million years super monster!	Shinichi Ichikawa	Eizo Yamagiwa	Kazuo Sagawa
5. Big ant super monster vs. Ultra-brothers	Shozo Uehara	Tadashi Mafune	Takashi Oohira
6. Chase the secret of transforming super monster	Shigemitsu Taguchi	Tadashi Mafune	Takashi Oohira
7. Monster vs. super monster vs. alien	Shinichi Ichikawa	Masanori Kakehi	Kazuo Sagawa
8. Life of the sun. Life of Ace	Shozo Uehara	Masanori Kakehi	Kazuo Sagawa
9. One hundred thousand super monsters! Surprise attack project	Shinichi Ichikawa	Eizo Yamagiwa	Yoshio Tabuchi
10. Decisive battle! Ace vs. Hideki Go	Shigemitsu Taguchi	Eizo Yamagiwa	Yoshio Tabuchi
11. Is super monster ten women?	Shozo Uehara	Kazuo Hirano	Kazuo Sagawa

12. Red flower in cactus hell	Shozo Uehara	Kazuo Hirano	Kazuo Sagawa
13. Death penalty! Ultra-five brothers	Shigemitsu Taguchi	Yasuo Yoshino	Kazuo Sagawa
14. The scattered five stars in the galaxy	Shinichi Ichikawa	Yasuo Yoshino	Kazuo Sagawa
15. Summer freaky series Curse of black crab	Shigemitsu Taguchi	Eizo Yamagiwa	Yoshio Tabuchi
16. Summer freaky series Ghost story. Cow spirit man	Toshiro Ishido	Eizo Yamagiwa	Yoshio Tabuchi
17. Summer freaky series Ghost story. Ogress in the fire fly field.	Shozo Uehara	Tadashi Mafune	Koichi Takano
18. Give me pigeon back!	Shigemitsu Taguchi	Tadashi Mafune	Koichi Takano
19. Mystery of mythical water-dwelling creature mansion	Masao Saito	Masanori Kakehi	Kazuo Sagawa
20. The youth planet. Planet of two of us.	Shigemitsu Taguchi	Masanori Kakehi	Kazuo Sagawa
21. I saw a vision of the angel	Toshiro Ishido	Eizo Yamagiwa	Koichi Kawakita
22. Revenge demon, Yapuru	Shozo Uehara	Eizo Yamagiwa	Koichi Kawakita

23. Throwback! Zophie is here	Tadashi Mafune	Tadashi Mafune	Koichi Takano
24. Look! Transform in the middle of the night	Kazuo Hirano Tadashi Mafune	Tadashi Mafune	Koichi Takano
25. Pyramid is the nest of monsters	Masao Saito	Masanori Kakehi	Koichi Kawakita
26. Extermination! Ultra-five brothers	Shigemitsu Taguchi	Masanori Kakehi	Koichi Kawakita
27. Miracle! Father of Ultra	Shigemitsu Taguchi	Masanori Kakehi	Koichi Kawakita
28. Good-bye Yuko, sister of the moon	Toshiro Ishido	Eizo Yamagiwa	Kazuo Sagawa
29. Ultra, 6 th brother	Shukei Nagasaka	Eizo Yamagiwa	Kazuo Sagawa
30. Ultra-planet that you can also see	Shigemitsu Taguchi	Sei Okamura	Koichi Kawakita
31. To Ace's hand from Seven	Masahiro Yamada	Sei Okamura	Koichi Kawakita
32. Pray for Ultra planet	Shigemitsu Taguchi	Masanori Kakehi	Kazuo Sagawa
33. Shoot that balloon ship	Toshiro Ishido	Masanori Kakehi	Kazuo Sagawa
34. Monster dancing for ocean rainbow	Shukei Nagasaka	Hiroshi Shimura	Koichi Takano

35. Present from Zophie	Keiji Kubota	Takumi Furukawa	Koichi Takano
36. Is this monster 10,000 horn?	Shukei Nagasaka	Masanori Kakehi	Koichi Kawakita
37. Friendship planet forever	Shiro Ishimori	Masanori Kakehi	Koichi Kawakita
38. Revival! Father of Ultra	Toshiro Ishido	Eizo Yamagiwa	Koichi Takano
39. The life of Seven! The life of Ace!	Shigemitsu Taguchi	Eizo Yamagiwa	Koichi Takano
40. Give me panda back!	Shigemitsu Taguchi	Toshitsugu Suzuki	Koichi Kawakita
41. Winter freaky series Ghost story! Lion drum	Toshiro Ishido	Toshitsugu Suzuki	Koichi Kawakita
42. Winter freaky series Mystery! Revival of monster Woo	Shigemitsu Taguchi	Hidetaka Ueno	Koichi Takano
43. Winter freaky series Ghost story! Yeti cry	Toshiro Ishido	Hidetaka Ueno	Koichi Takano
44. A day before the beginning of spring ghost story! Shining bean	Shiro Ishimori	Masanori Kakehi	Kazuo Sagawa
45. Crisis situation! Rescue Ace	Toshiro Ishido	Masanori Kakehi	Kazuo Sagawa

46. Step over the time machine!	Toshiro Ishido	Takumi Furukawa	Yoshio Tabuchi
47. Curse of salamander	Toshiro Ishido Kiyokazu Yamamoto	Takumi Furukawa	Yoshio Tabuchi
48. Revenge of Verokron	Shinichi Ichikawa	Akiyasu Kikuchi	Yoshio Tabuchi
49. The flying jellyfish	Toshiro Ishido	Akiyasu Kikuchi	Yoshio Tabuchi
50. Panic in Tokyo! Traffic light going crazy	Toshiro Ishido	Kiyozumi Fukazawa	Shinichi Kanzawa
51. The sound of sucking the life	Toshiro Ishido	Masanori Kakehi	Koichi Takano
52. Tomorrow's Ace is You!	Shinichi Ichikawa	Masanori Kakehi	Koichi Takano

6. TV show episodes with the following titles under "ULTRAMAN Taro" Series.

Title	Writer	Producer	Special effects director
1. Mother of Ultra is like the sun	Shigemitsu Taguchi	Eizo Yamagiwa	Kazuo Sagawa
2. Mother of Ultra at then	Shigemitsu Taguchi	Eizo Yamagiwa	Masataka Yamamoto
3. Mother of Ultra forever	Shigemitsu Taguchi	Eizo Yamagiwa	Masataka Yamamoto

4. Big sea turtle attacking Tokyo!	Shozo Uehara	Yasuo Yoshino	Kiyoshi Suzuki
5. Parent star, child star, the first star	Shozo Uehara	Yasuo Yoshino	Kiyoshi Suzuki
6. Jewelry is monsters' feed	Shigemitsu Taguchi	Masanori Kakehi	Koichi Kawakita
7. Heaven and hell island moved!	Toshiro Ishido	Masanori Kakehi	Koichi Kawakita
8. Human soul in man-eating swamp	Shigemitsu Taguchi	Sei Okamura	Masataka Yamamoto
9. The day Tokyo crumble	Toshiro Ishido (Taro Fukada)	Sei Okamura	Masataka Yamamoto
10. The cross of fang is monsters graveyard!	Airaku Kido	Eizo Yamagiwa	Takashi Ohira
11. Blood sucking flower is fairy of a girl	Airaku Kido	Eizo Yamagiwa	Takashi Ohira
12. Monster traveling alone	Shigemitsu Taguchi	Kiyozumi Fukazawa	Masataka Yamamoto
13. Monster's tooth decay hurts!	Shigemitsu Taguchi	Kiyozumi Fukazawa	Masataka Yamamoto
14. Taro's head flew away!	Toshiro Ishido	Eizo Yamagiwa	
15. The girl of blue fen fire	Masao Saito	Masanori Kakehi	Takashi Ohira

16. Monster's whistle rings	Shigemitsu Taguchi	Masanori Kakehi	Takashi Ohira
17. Two top monsters approaching to Taro!	Shigemitsu Taguchi	Kiyozumi Fukazawa	Masao Kobayashi
18. Taro is dead! Zophie is also dead!	Shigemitsu Taguchi	Kiyozumi Fukazawa	Masao Kobayashi
19. The miracle of maternal love of Ultra's mother	Shigemitsu Taguchi	Kiyozumi Fukazawa	Masao Kobayashi
20. Surprised! Monster is back	Toshiro Ishido	Masataka Yamamoto	Eizo Yamagiwa
21. Tokyo new town sinking	Shigemitsu Taguchi (Shozo Murayama)	Masataka Yamamoto	Eizo Yamagiwa
22. Anger of monster with child!	Kiyoshi Ohara	Masanori Kakehi	Takashi Ohira
23. A kind monster father!	Toshiro Ishido	Masanori Kakehi	Takashi Ohira
24. This is the country of Ultra!	Shigemitsu Taguchi	Eizo Yamagiwa	Kazuo Sagawa
25. Blazing! Ultra-six brothers	Shigemitsu Taguchi	Eizo Yamagiwa	Kazuo Sagawa
26. I can beat the monster!	Bunpei Ai	Kiyozumi Fukazawa	Masao Kobayashi

27. Infest! Alien from Mephilas!	Kiyoshi Ohara	Kiyozumi Fukazawa	Masao Kobayashi
28. Monster Eleking barking to the full moon!	Toshiro Ishido	Masaru Takahashi	Eizo Yamagiwa
29. Revival of Bemstar! Taro in desperate situation!	Shigemitsu Taguchi	Masataka Yamamoto	Koichi Takano
30. Counterattack! Monster corps	Shigemitsu Taguchi	Masataka Yamamoto	Koichi Takano
31. Danger! Liar poisonous mushroom	Kiyohide Ohara	Masanori Kakehi	Kiyozumi Fukazawa
32. Cold wintry wind monster! The wind MataSaburo	Bunpei Ai	Masanori Kakehi	Kiyozumi Fukazawa
33. Five seconds for large explosion of Ultra country!	Mamoru Sasaki	Tadashi Mafune	Masataka Yamamoto
34. The last day of Ultra six brothers!	Mamoru Sasaki	Tadashi Mafune	Masataka Yamamoto
35. Deadly! Taro anger one shot!	Shigemitsu Taguchi	Kiyozumi Fukazawa	Masaru Takahashi
36. Cowards! Bride cried	Bunpei Ai	Kiyozumi Fukazawa	Masaru Takahashi
37. Monster, go home!	Toshiro Ishido	Masanori Kakehi	Jyun Oki
38. Ultra's Christmas tree	Shigemitsu Taguchi	Masanori Kakehi	Jyun Oki

39. Ultra-father and children, mochi pounding major strategy!	Toshiro Ishido	Eizo Yamagiwa	Masataka Yamamoto
40. Go over the Ultra bothers!	Shigemitsu Taguchi	Eizo Yamagiwa	Masataka Yamamoto
41. Mother's wish, cherry blossom leaf dance in the midwinter!	Bunpei Ai	Kiyozumi Fukazawa	Masaru Takahashi
42. Phantasm mother is monster trainer!	Kiyohide Ohara	Kiyozumi Fukazawa	Masaru Takahashi
43. Pickle the monster!	Bunpei Ai	Tadashi Mafune	Shohei Tojyo
44. Oh! Taro is going to be eaten!	Shigemitsu Taguchi	Tadashi Mafune	Shohei Tojyo
45. From Japan nursery rhyme Wearing red shoes...	Bunpei Ai	Masanori Kakehi	Nobuo Yajima
46. From Japan nursery rhyme White rabbit is bad guy!	Toshiro Ishido	Masanori Kakehi	Nobuo Yajima
47. From Japan nursery rhyme Monster general	Bunpei Ai	Eizo Yamagiwa	Jyun Oki
48. From Japan nursery rhyme Monster doll festival	Bunpei Ai	Eizo Yamagiwa	Jyun Oki

49. Sing! Monster, Big Match	Toshiro Ishido	Kaoru Maeda	Nobuo Yajima
50. Monster sign is V	Bunpei Ai	Kaoru Maeda	Nobuo Yajima
51. Father of Ultra and bride came!	Bunpei Ai	Masanori Kakei	Jyun Oki
52. Steal the life of Ultra!	Toshiro Ishido	Masanori Kakehi	Jyun Oki
53. Good-bye Taro! Mother of Ultra!	Shigemitsu Taguchi	Masanori Kakehi	Jyun Oki

7. TV show episodes with the following titles under “Jumborg Ace” Series.

Title	Writer	Producer	Special effects director
1. Present from Emerald planet	Hiroyasu Yamaura	Yoshiyuki Kuroda	Nobuo Yajima
2. Counterattack! Anchigone	Hiroyasu Yamaura	Yoshiyuki Kuroda	Nobuo Yajima
3. Kill the monster Jan fight	Shigemitsu Taguchi	Shohei Tojyo	Koichi Takano
4. Barely! Jumborg A	Shigemitsu Taguchi	Shohei Tojyo	Nobuo Yajima
5. Cry Naoki! Now	Toyohiro Ando	Sei Okamura	Nobuo Yajima
6. Despair! Sold Jumborg	Toyohiro Ando	Yoshiyuki Kuroda	Nobuo Yajima

7. Stand up! Loneliness hero Naoki	Hiroyasu Yamaura	Shohei Tojyo	Koichi Takano
8. Sing to the sunset! Trumpeter	Hiroyasu Yamaura	Shohei Tojyo	Koichi Takano
9. Desperate situation! Jumborg A	Shigemitsu Taguchi	Hiroshi Shimura	Nobuo Yajima
10. Resound! The war trumpet	Shigemitsu Taguchi	Hiroshi Shimura	Nobuo Yajima
11. Brave! Sorrowful shot	Toyohiro Ando	Toshitsugu Suzuki	Koichi Takano
12. Die in Osaka! Jumborg A	Hiroyasu Yamaura	Toshitsugu Suzuki	Koichi Takano
13. Revive now! Jumborg A	Hiroyasu Yamaura	Toshitsugu Suzuki	Koichi Takano
14. Horror! Flutter hell flower in night sky	Hiroyasu Yamaura	Shohei Tojyo	Nobuo Yajima
15. Storm calling MadGone	Toyohiro Ando	Shohei Tojyo	Nobuo Yajima
16. Strange! Appearance of witch monster	Hiroyasu Yamaura	Toshitsugu Suzuki	Yoichi Manoda
17. Caine who came from Emerald planet	Toyohiro Ando	Shohei Tojyo	Koichi Takano
18. Fear! Trap of Anthrone	Shigemitsu Taguchi	Toshitsugu Suzuki	Yoichi Manoda

19. Barely! Death hydrogen bomb missile	Hiroyasu Yamaura	Shohei Tojyo	Koichi Takano
20. Rebellion of piece of junk cars	Hiroyasu Yamaura	Yoshiyuki Kuroda	Nobuo Yajima
21. Strange! The space monster graveyard	Toyohiro Ando	Yoshiyuki Kuroda	Nobuo Yajima
22. PAT annihilation strategy!!	Shigemitsu Taguchi	Yoshiyuki Kuroda	Nobuo Yajima
23. Carnival! Portable shrine transform	Hiroyasu Yamaura	Shohei Tojyo	Koichi Takano
24. Mortal combat! Seabed secret base	Toyohiro Ando	Shohei Tojyo	Koichi Takano
25. Groos first strategy Remodel the kids	Toyohiro Ando Kei Okano	Hiromi Higuchi	Nobuo Yajima
26. Groos second strategy Mystery! Identity of Nonbilygon	Hiroyasu Yamaura	Hiromi Higuchi	Nobuo Yajima
27. Groos third strategy The birth of Jumborg A 2 nd . The name is Jum9	Shigemitsu Taguchi	Yoshiyuki Kuroda	Koichi Takano Yoshiyuki Yoshimura
28. Groos fourth strategy Revival! Jumborg A	Shigemitsu Taguchi	Yoshiyuki Kuroda	Koichi Takano Yoshiyuki Yoshimura

29. Groos fifth strategy Send fake Jumborg A!	Toyohiro Ando	Shohei Tojyo	Nobuo Yajima
30. Execute Ace and Nine!	Toyohiro Ando	Shohei Tojyo	Nobuo Yajima
31. Run ice hell!	Hiroyasu Yamaura	Yoshiyuki Kuroda	Koichi Takano
32. Explosion, the last of MadGone	Toyohiro Ando	Yoshiyuki Kuroda	Koichi Takano
33. Santa rings devil bell	Toyohiro Ando	Sei Okamura	Nobuo Yajima
34. Death threats phone call from reaper	Hiroyasu Yamaura	Sei Okamura	Nobuo Yajima
35. Strange! Deadly gold monster	Bunzo Wakatsuki	Yoshiyuki Kuroda	Koichi Takano
36. Fight, Nine! Catch the dream, Ace!	Shigemitsu Taguchi	Yoshiyuki Kuroda	Koichi Takano
37. Appearance! Horror monster bird, ElectricBird	Toyohiro Ando	Shohei Tojyo	Nobuo Yajima
38. Kill cyborg command	Hiroyasu Yamaura	Shohei Tojyo	Nobuo Yajima
39. Hard fight! Bamos the 1 st , Bamos the 2 nd	Hiroyasu Yamaura	Jyun Oki	Jyun Oki

40. Horror of cry out skull lake	Hiroyasu Yamaura	Jyun Oki	Jyun Oki
41. Robot strategy of space witch Babaras	Toyohiro Ando	Shohei Tojyo	Yoshiyuki Yoshimura
42. Revenge of space witch Babaras	Toyohiro Ando	Shohei Tojyo	Yoshiyuki Yoshimura
43. Deadly trap of murder robot	Toyohiro Ando	Yoshiyuki Kuroda	Nobuo Yajima
44. Creature robot / Mirror of hell	Toyohiro Ando	Yoshiyuki Kuroda	Nobuo Yajima
45. Barking insect monster / sand hell	Toyohiro Ando Keiji Okutsu	Sei Okamura	Jyun Oki
46. The last attack of SatanGone	Bunzo Wakatsuki	Sei Okamura	Jyun Oki
47. Mortal combat! Ace vs. Nine	Hiroyasu Yamaura	Shohei Tojyo	Nobuo Yajima
48. Horror gold hair of DemonGone	Bunzo Wakatsuki	Shohei Tojyo	Nobuo Yajima
49. Mystery! Demon incantation ripping the time	Hiroyasu Yamaura	Jyun Oki	Yoshiyuki Yoshimura
50. The last day of TOKYO	Hiroyasu Yamaura	Jyun Oki	Yoshiyuki Yoshimura

(Attachment)

List of Ultraman character

(1) Character that appeared in this matter.



[Left to right]

The first Ultraman / Appeared in 1966

Zophie / Appeared in 1967

Ultra-Seven / Appeared in 1967

Ultraman returns / Appeared in 1971

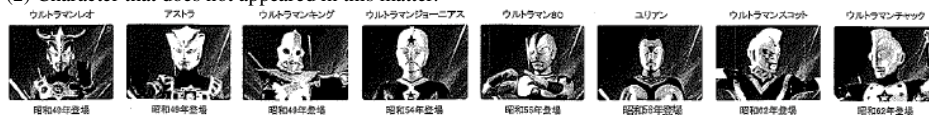
Ultraman Ace / Appeared in 1972

Father of Ultra / Appeared in 1972

Ultraman Taro / Appeared in 1973

Mother of Ultra / Appeared in 1973

(2) Character that does not appear in this matter.



[Left to right]

Ultraman Leo / Appeared in 1974

Astra / Appeared in 1974

Ultraman King / Appeared in 1974

Ultraman Jorinus / Appeared in 1979

Ultraman 80 / Appeared in 1980

Yurian / Appeared in 1981

Ultraman Mascot / Appeared in 1987

Ultraman Chuck / Appeared in 1987



[Left to right]

Ultraman Manbes / Appeared in 1987

Ultraman Great / Appeared in 1990

Ultraman Powered / Appeared in 1993

Ultraman Zeus / Appeared in 1996

Ultraman Tiga / Appeared in 1996

Ultraman Dina / Appeared in 1996

Ultraman Gaia / Appeared in 1998

Ultraman Agle / Appeared in 1998



[Left to right]

Ultraman Nice / Appeared in 1999

Ultraman Neos / Appeared in 2000

Ultra-Seven 21 / Appeared in 2000

Ultraman Cosmos / Appeared in 2001

Ultraman Justice / Appeared in 2002

Ultraman Legend / Appeared in 2003

Ultraman Nexus / Appeared in 2004

Ultraman Max / Appeared in 2005



[Left to right]

Ultraman Zenon / Appeared in 2005

Ultraman Mevius / Appeared in 2006

Ultraman Hikari / Appeared in 2006

This is the original document.

September 30, 2010

District Court Civil Affairs No. 47.

Court clerk

Ken Fujimaki

